



Commonwealth of Virginia  
Virginia Information Technologies Agency

**ORACLE SOFTWARE, TECHNICAL SUPPORT, CONSULTING SERVICES,  
AND EDUCATION (TRAINING)**

**Optional Use Contract**

Date: August 25, 2003

Contract #: VA-991150-OC

Authorized User: State Agencies and Public Bodies

Contractor: ORACLE CORPORATION

FIN: 942871189

Contact Person: Jeff Morrow  
Account Manager – State & Local Government  
Oracle Corporation  
1910 Oracle Way  
4<sup>th</sup> Floor, #4177  
Reston, VA 20190  
703-364-2189

E-Mail Orders to: [jeffrey.morrow@oracle.com](mailto:jeffrey.morrow@oracle.com)

Fax orders to: 703-364-2078

Term: March 1, 2003 – February 28, 2004

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:  
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.oas.virginia.gov>

CONTRACT #VA-991150-OC  
EXTRACT CHANGE LOG

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**MODIFICATION #11  
TO  
CONTRACT NUMBER VA-991150-OC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ORACLE CORPORATION**

This MODIFICATION #11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and ORACLE CORPORATION, hereinafter referred to as "ORACLE" or "Contractor," relating to Contract VA-991150-OC dated March 1, 1999, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #11 and all attachments are hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #11 is to update e-Business Contract price lists and price list supplement, add Oracle's Outsourcing price list and Outsourcing price list supplement, modify the ordering language used for Outsourced Services, and to modify Order of Precedence. This Modification is effective upon final execution.

**Reference:** Contract VA-991150-OC, Mod #10, dated February 14, 2003.

Both above-referenced parties hereby agree to the following:

**1. ORACLE E-BUSINESS PRICE LIST AND PRICE LIST SUPPLEMENT**

For purposes of this Modification #11 "Price List" is defined as Oracle's E-Business Global Price List, dated March 24, 2003. This Price List is incorporated herein and attached hereto as Attachment A, pages A-1 through A-11.

The "Price List Supplement" is defined as Oracle's E-Business Global Price List Supplement dated March 24, 2003. This Price List Supplement is incorporated herein and attached hereto as Attachment B, pages B-1 through B-10.

All Price List(s) and Price List Supplement(s) previously incorporated into the Agreement are hereby deleted and made null and void.

**2. ORACLE E-BUSINESS OUTSOURCING PRICE LIST**

For purposes of this Modification #11 ORACLE'S "Outsourcing Price List" is defined as Oracle's E-Business Global Price List – Outsourcing, dated March 24, 2003. This Outsourcing Price List is incorporated herein and attached hereto as Attachment C, pages C-1 through C-9. All Outsourcing Price Lists previously incorporated into the Agreement are hereby deleted and made null and void.

### **3. REQUIRED LANGUAGE FOR ORDERING ORACLE OUTSOURCING SERVICES**

#### **a. ADMINISTRATIVE SERVICES ONLY**

Delete Attachment H, pages H-1 through H-4, in its entirety from the Referenced Modification #10 and replace with Attachment D, pages D-1 through D-4, attached hereto and incorporated herein. Attachment D is the applicable language required for use in Oracle's ordering documentation when ordering E-Business Outsourcing Services for Remote Administrative Services only, wherein all Hardware and Oracle Software remains on the premises of the ordering Commonwealth Entity, and the licensing for the Oracle E-Business Software is retained by the Commonwealth Entity.

#### **b. COMPUTER AND ADMINISTRATIVE SERVICES ONLY**

Delete Attachment I, pages I-1 through I-4, in its entirety from the Referenced Modification #10 and replace with Attachment E, pages E-1 through E-4, attached hereto and incorporated herein. Attachment E is the applicable language required for use in Oracle's ordering documentation when ordering Oracle's E-Business Outsourcing Services for Remote Computer and Administrative Services, wherein all Hardware and Oracle Software are hosted off-site by Oracle, and the licensing for the Oracle E-Business Software is retained by the Commonwealth Entity.

#### **c. SHARED SERVICES**

Delete Attachment J, pages J-1 through J-6, in its entirety from the Referenced Modification #10 and replace with Attachment F, pages F-1 through F-6, attached hereto and incorporated herein. Attachment F is the applicable language required for use with Oracle's ordering documentation when ordering Oracle's E-Business Outsourcing Services for Shared Services, wherein all Hardware, Oracle Software and Administrative Services are all hosted off-site by Oracle and licensing for the Oracle E-Business Software is retained by Oracle.

### **4. ADMINISTRATION SERVICES FEES FOR ORDERING ORACLE OUTSOURCING SERVICES**

Customer agrees to pay Oracle the Total Annual Administration Services Fees specified in the Oracle Outsourcing Ordering Document which include, if specified, an Annual Incremental Fee to insure that the Total Annual Administration Services Fees meet Oracle's minimum annual fee for Administration Services. Such fees are due annually in advance for orders less than (\$100K) One Hundred Thousand Dollars. For orders over (\$100K) One Hundred Thousand Dollars, a Customer may elect to pay quarterly in advance or annually in advance.



**5. OUTSOURCING PRICE LIST SUPPLEMENT**

ORACLE's *Outsourcing Price List Supplement*, is incorporated herein and attached hereto as Attachment G, pages G-1 through G-1.

**6. ORDER OF PRECEDENCE**

In the event of conflicting terms between the Contract and any ordering documentation for Oracle Outsourcing Services, the parties agree that the Contract shall take precedence with respect to such conflicting terms, except that with respect to the Outsourcing ordering documentation attached hereto as Attachment D and Attachment E, those sections captioned *Online Availability*, *Force Majeure*, *Data Ownership*, and *Disclaimer*, as well as the requirement for payment of Outsourcing Services annually in advance, shall take precedence over conflicting terms in the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-991150-OC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

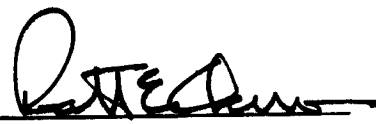
**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ORACLE CORPORATION

BY: Patricia L. Westlund  
NAME: Patricia Westlund  
TITLE: Contracts Manager,  
GEH License Contracts  
DATE: 08 MAY 2003

COMMONWEALTH OF VIRGINIA

BY:   
NAME: Robert E. Gleason  
TITLE: Technology Contracts Mgr  
DATE: May 13, 2003

**Attachment A to  
Modification #11 to  
Contract VA-991150-OC**

**ORACLE**

**E-Business Global Price List  
March 24, 2003**

## Oracle Database

Named User Plus License	Software Updates	Product Support	Processor	License	Software Updates	Product Support
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## Database Products

## Oracle Database

Standard Edition <sup>5,7</sup>	300	45.00	21.00	15,000	2,250.00	1,050.00
Enterprise Edition <sup>7,8</sup>	800	120.00	56.00	40,000	6,000.00	2,800.00
Personal Edition <sup>9</sup>	400	60.00	28.00	-	-	-
Lite	100	15.00	7.00	-	-	-

Enterprise Edition Options: <sup>2</sup>

Real Application Clusters <sup>7</sup>	400	60.00	28.00	20,000	3,000.00	1,400.00
Partitioning <sup>7</sup>	200	30.00	14.00	10,000	1,500.00	700.00
OLAP	400	60.00	28.00	20,000	3,000.00	1,400.00
Data Mining	400	60.00	28.00	20,000	3,000.00	1,400.00
Spatial	200	30.00	14.00	10,000	1,500.00	700.00
Advanced Security	200	30.00	14.00	10,000	1,500.00	700.00
Label Security	200	30.00	14.00	10,000	1,500.00	700.00

Enterprise Managers: <sup>2</sup>

Diagnostics Pack	60	9.00	4.20	3,000	450.00	210.00
Tuning Pack	60	9.00	4.20	3,000	450.00	210.00
Change Management Pack	60	9.00	4.20	3,000	450.00	210.00
Management Pack for SAP R/3	60	9.00	4.20	3,000	450.00	210.00

Internet Application Server <sup>1</sup>

Java Edition	100	15.00	7.00	5,000	750.00	350.00
Standard Edition <sup>7</sup>	200	30.00	14.00	10,000	1,500.00	700.00
Enterprise Edition	400	60.00	28.00	20,000	3,000.00	1,400.00

Internet Application Server Enterprise Edition Options: <sup>3</sup>

Personalization	200	30.00	14.00	10,000	1,500.00	700.00
Wireless Option	200	30.00	14.00	10,000	1,500.00	700.00

## Tools

Internet Developer Suite	5,000	750.00	350.00	-	-	-
Discoverer Desktop Edition	1,000	150.00	70.00	-	-	-
JDeveloper	995	149.25	69.65	-	-	-
Programmer	1,000	150.00	70.00	-	-	-

## Collaboration

Collaboration Suite <sup>6</sup>	60	10.00	5.00	-	-	-
Perpetual License	15	10.00	5.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Email <sup>6</sup>	11	8.00	3.00	-	-	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle Database

	Named User Plus License	Software Updates	Product Support	Processor	License	Software Updates	Product Support
<b>Other Server Products</b>							
Message Broker <sup>1</sup>	200	30.00	14.00		10,000	1,500.00	700.00
<b>Data Warehousing Products</b>							
Pure Name & Address (North America)	-	-	-		20,000	3,000.00	1,400.00
Pure Name & Address (Latin America)	-	-	-		20,000	3,000.00	1,400.00
Pure Name & Address (EMEA)	-	-	-		20,000	3,000.00	1,400.00
Pure Name & Address (APAC)	-	-	-		20,000	3,000.00	1,400.00
Express Server	800	120.00	56.00		40,000	6,000.00	2,800.00
Express Analyzer	800	120.00	56.00		-	-	-
Express Objects	5,000	750.00	350.00		-	-	-

## Integration Products

	Named User Plus License	Software Updates	Product Support	Computer	License	Software Updates	Product Support
<b>Integration Products</b>							
Open System Gateways	-	-	-		15,000	2,250.00	1,050.00
Mainframe Integration Gateways	-	-	-		95,000	14,250.00	6,650.00
Enterprise Integration Gateways	-	-	-		35,000	5,250.00	2,450.00
ED/SQL Gateways	-	-	-		120,000	18,000.00	8,400.00
Each Additional ED/SQL Driver	-	-	-		60,000	9,000.00	4,200.00
InterConnect Adapters <sup>4</sup>	30,000	4,500.00	2,100.00		-	-	-

- <sup>1</sup> If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
- <sup>2</sup> Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.
- <sup>3</sup> Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server.
- <sup>4</sup> InterConnect Adapters are licensed per Adapter. The package contains the following adapters: PeopleSoft, SAP, CICS, Siebel & JD Edwards.
- <sup>5</sup> Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
- <sup>6</sup> 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. Additional discounting requires HQAPP approval, no exceptions. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products.
- <sup>7</sup> 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.
- <sup>8</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
- <sup>9</sup> Personal Edition provides a maximum of one Named User Plus per database.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Rdb Products	Oracle Rdb					Prices in USA (Dollar)		
	Named User Plus License	Software Updates	Product Support	Processor License	Software Updates	Product Support		
<b>Rdb Server Products</b> <sup>1</sup>								
Rdb Enterprise Edition	800	120.00	56.00	40,000	6,000.00	2,800.00		
CODASYL DBMS	800	120.00	56.00	-	-	-		
<b>Rdb Server Options:</b>								
TRACE <sup>2,3</sup>	100	15.00	7.00	5,000	750.00	350.00		
<b>Rdb Development, Query and Reporting Tools</b>								
Programmer for Rdb <sup>4</sup>	1,000	150.00	70.00	-	-	-		
CDD/ Repository	5,000	750.00	350.00	-	-	-		
CDD/R Runtime <sup>5</sup>	-	-	-	5,000	750.00	350.00		

<sup>1</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

<sup>2</sup> Rdb Server Options must match the number of licenses of the associated database.

<sup>3</sup> TRACE may also be licensed with CODASYL DBMS.

<sup>4</sup> Oracle precompilers supported via SQL \*Net for Rdb for use across Oracle & Rdb Servers.

<sup>5</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite

E-Business Suite 2003 Bundle	License Price	Software Updates	Product Support	Licensing Metric	Minimum
E-Business Suite 2003 Professional User <sup>12</sup>	3,995	599.25	279.65	Professional User 2003	10% <sup>11</sup>
E-Business Suite 2003 Professional User (external usage) <sup>12</sup>	995	149.25	69.65	Professional User 2003 - External	1
<b>Component Applications</b>					
<b>Intelligence</b>					
E-Business Intelligence	3,995	599.25	279.65	Application User	10
Balanced Scorecard	1,995	299.25	139.65	Application User	20
Financials & Sales Analyzers	1,495	224.25	104.65	Application User	5
<b>Marketing and Sales</b>					
Marketing	4,995	749.25	349.65	Marketing User	10
Option: Trade Management	2,995	449.25	209.65	Marketing User	10
TeleSales	5,995	899.25	419.65	TeleSales User	10
Option: Advanced Pricing <sup>1</sup>	1,995	299.25	139.65	TeleSales User	10
Field Sales	3,995	599.25	279.65	Field Sales User	10
Quoting	1,195	179.25	83.65	Field Sales User	10
Option: Advanced Pricing <sup>1</sup>	1,995	299.25	139.65	Field Sales User	10
Incentive Compensation	495	74.25	34.65	Compensated Individual	10
<b>Order Management</b>					
Order Management <sup>3</sup>	3,995	599.25	279.65	Order Management User	5
Option: Advanced Pricing <sup>1</sup>	0,2000	0.0300	0.0140	Electronic Order Line	100,000
Option: Release Management <sup>1</sup>	1,995	299.25	139.65	Order Management User	10
Configurator	0,1000	0.0150	0.0070	Electronic Order Line	100,000
iStore	0,2000	0.0300	0.0140	Electronic Order Line	100,000
<b>Logistics</b>					
Inventory Management	150,000	22,500.00	10,500.00	Processor	1
Option: Mobile Supply Chain Applications <sup>1,15</sup>	50,000	7,500.00	3,500.00	Processor	2
Option: Warehouse Management <sup>1,15</sup>	3,995	599.25	279.65	Inventory/Shipping User	5
Option: Transportation <sup>1,14,15</sup>	1,495	224.25	104.65	Inventory/Shipping User	5
<b>Supply Chain Planning</b>					
Advanced Supply Chain Planning	3,000	450.00	210.00	Inventory/Shipping User	20
Option: Constraint Based Optimization <sup>1</sup>	1,995	299.25	139.65	Inventory/Shipping User	20
Inventory Optimization	1,500	225.00	105.00	\$M Cost of Goods Sold	60
Global Order Promising	375	56.25	26.25	\$M Cost of Goods Sold	60
Demand Planning	750	112.50	52.50	\$M Cost of Goods Sold	60
Collaborative Planning <sup>14</sup>	300	45.00	21.00	\$M Cost of Goods Sold	60
<b>Procurement</b>					
Purchasing <sup>2</sup>	600	90.00	42.00	\$M Cost of Goods Sold	60
Option: Sourcing <sup>1,10</sup>	500	75.00	35.00	\$M Cost of Goods Sold	60
Option: iSupplier Portal <sup>1</sup>	3,995	599.25	279.65	Purchasing User	5
iProcurement	7,995	1,199.25	559.65	Purchasing User	5
Exchange Marketplace <sup>6</sup>	7,995	1,199.25	559.65	Purchasing User	5
<b>Manufacturing</b>					
Discrete Manufacturing <sup>2</sup>	5	0.7500	0.3500	Purchase Line	5,000
Option: Mobile Supply Chain Applications <sup>1,16</sup>	5,000	750.00	350.00	\$M Annual Transaction Volume	300
Option: Flow Manufacturing <sup>1,18</sup>	3,995	599.25	279.65	Manufacturing User	10
Option: Manufacturing Scheduling <sup>1,18</sup>	1,495	224.25	104.65	Manufacturing User	10
Process Manufacturing <sup>2</sup>	2,995	449.25	209.65	Manufacturing User	10
	3,995	599.25	279.65	Manufacturing User	10

## Oracle E-Business Suite

	License Price	Software Updates	Product Support	Licensing Metric	Minimum
<b>Maintenance Management</b>					
Enterprise Asset Management					
<b>Service</b>	In Bundle <sup>1</sup>	899.25	419.65	Application User	10
TeleService	★	3,995			
Service Contracts	★	5,995	599.25	Application User	10
Field Service		2,995	899.25	Application User	10
Option: Spares Management <sup>1</sup>		995	449.25	Field Technician	20
Option: Advanced Scheduler <sup>1,14</sup>		1,495	149.25	Field Technician	50
Option: Mobile Field Service <sup>14</sup>		995	224.25	Field Technician	50
Depot Repair		3,995	149.25	Field Technician	50
iSupport		50,000	599.25	Application User	10
			7,500.00	Processor	2
<b>Projects</b>	In Bundle <sup>1</sup>				
Project Costing <sup>2</sup>	★	3,995	599.25	Application User	5
Option: Project Billing <sup>17</sup>	★	2,995	449.25	Application User	5
Project Resource Management		195	29.25	Person	50
Internet Time <sup>14</sup>		95	14.25	Person	50
Project Collaboration <sup>14</sup> (Price approved in advance of availability)		295	44.25	Application User	50
Project Management <sup>14</sup> (Price approved in advance of availability)		795	119.25	Application User	25
Project Contracts		5,995	899.25	Application User	10
<b>Product Lifecycle Management</b>					
Collaborative Product Development <sup>14</sup> (Price approved in advance of availability)		2,995	449.25	Application User	500
CAD/view-3D		995	149.25	Application User	100
<b>Financial</b>	In Bundle <sup>1</sup>				
Financials <sup>2</sup>	★	3,995	599.25	Financials User	5
Option: Activity Based Management <sup>1</sup>		1,195	179.25	Financials User	40
Advanced Collections		1,195	179.25	Financials User	10
Internet Expenses		5	0.7500	Expense Report	1,000
iReceivables		50	7.50	1K Invoice Line	20
Treasury		24,995	3,749.25	Application User	4
<b>Human Resources</b>	In Bundle <sup>1</sup>				
Human Resources	★	50	7.50	Person	100
Self-Service Human Resources		35	5.25	Person	100
Advanced Benefits		40	6.00	Person	500
iRecruitment <sup>14</sup>		50	7.50	Person	500
Training Administration		30	4.50	Trainee	100
iLearning		30	2.10	Trainee	100
Payroll		60	9.00	Person	500
Time and Labor <sup>14</sup>		35	5.25	Person	100
HR Intelligence		25	3.75	Person	100
<b>Data Librarian</b>					
Customer Data Librarian <sup>14</sup>		5,995	899.25	Application User	5
Customers Online <sup>14</sup>		100	15.00	Application User	500
<b>Interaction Center Technology</b>					
Advanced Inbound Telephony		995	149.25	Workstation	50
Advanced Outbound Telephony		995	149.25	Workstation	50
Scripting		595	89.25	Workstation	50
eMail Center		1,995	299.25	Workstation	50

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite

	License Price	Software Updates	Product Support	Licensing Metric	Minimum
<b>Other</b>					
Customer Model <sup>14</sup>	2,995	449.25	209.65	Application User	10
Tutor for Applications <sup>5</sup>	495	74.25	34.65	Application User	5
Self-Service Tutor for Applications <sup>5</sup>	20	3.00	1.40	Employee	5
Applications Read-Only User	1,495	224.25	104.65	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)					
<b>Vertical Applications</b>					
<b>Communications/Utilities</b>					
CRL Financial Management <sup>8</sup>	249,995	37,499.25	17,499.65	Module	1
	0.2500	0.0375	0.0175	Per Subscriber Thereafter	1
Network Logistics (Network Asset Tracking) <sup>8</sup>	249,995	37,499.25	17,499.65	1st 200,000 Subscribers	1
	0.5000	0.0750	0.0350	Per Subscriber Thereafter	1
Telco Provisioning <sup>8</sup>	249,995	37,499.25	17,499.65	Module	1
	1.50	0.2250	0.1050	Per Subscriber Thereafter	1
Number Portability <sup>8</sup>	249,995	37,499.25	17,499.65	Module	1
	10	1.50	0.7000	Ported Number/Year	1
<b>Public Sector/University</b>					
Student System <sup>14</sup>	115	17.25	8.05	FTE Student	3,000
Financial Aid <sup>14</sup>	30	4.50	2.10	FTE Student	3,000
Student Recruiting <sup>14</sup>	30	4.50	2.10	FTE Student	3,000
Grants	3,995	599.25	279.65	Application User	5
<b>Financial Services</b>					
Performance Analyzer	70	10.50	4.90	Employee	1,000
Transfer Pricing	70	10.50	4.90	Employee	1,000
Transfer Pricing Online	750	112.50	52.50	Application User	5
Budgeting and Planning	3,000	450.00	210.00	Application User	5
Risk Manager	60	9.00	4.20	Employee	1,000
Financial Data Manager	200,000	30,000.00	14,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0300	0.0140	Service Order Line	50,000
Lease Management <sup>13,14</sup>	2,000	300.00	140.00	\$M Managed Assets	500
<b>Health Care</b>					
Adverse Event Reporting System	15,000	2,250.00	1,050.00	Application User	5
Clinical	15,000	2,250.00	1,050.00	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	3,000	450.00	210.00	Application User	5
Remote Data Capture <sup>9</sup>	9	1.35	0.6300	CRF Page	10,000
Thesaurus Management System <sup>7</sup>	9,000	1,350.00	630.00	Application User	1
Thesaurus Management System - Read-Only <sup>7</sup>	1,000	150.00	70.00	Application Read-Only User	5
Healthcare Transaction Base <sup>4,14</sup>	1,000	150.00	70.00	Named User Plus	50
	100,000	15,000.00	7,000.00	Processor	1
<b>High Tech</b>					
Shop Floor Management	4,995	749.25	349.65	\$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet <sup>14</sup> (Price approved in advance of availability)	50,000	7,500.00	3,500.00	PIP	2
<b>Aerospace, Defense and Transportation</b>					
Complex Maintenance, Repair & Overhaul <sup>14</sup>	14,995	2,249.25	1,049.65	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License



## Oracle E-Business Suite

- <sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.
- <sup>2</sup> Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- <sup>3</sup> Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)
- <sup>4</sup> For the purpose of licensing this program (except Healthcare Transaction Base), only the processors on which 9IAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Healthcare Transaction Base, only the processors on which 9IAS Standard Edition and/or Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program.
- <sup>5</sup> The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- <sup>6</sup> This product requires HQAPP approval.
- <sup>7</sup> If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- <sup>8</sup> Customers must pay for both the module and the subscriber/workstation fee.
- <sup>9</sup> Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.
- <sup>10</sup> Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Outsourcing Discount Schedule available on <http://esource.oraclecorp.com>
- <sup>11</sup> The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
  - The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
  - A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
  - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
  - Once minimums are satisfied, they are not required to be met in subsequent purchases.
- <sup>12</sup> Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.
- <sup>13</sup> If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,000. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,000, and the price per \$M in Managed Assets for each additional license is 1,000.
- <sup>14</sup> This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information.
- <sup>15</sup> Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the Inventory option, the option must be licensed at the same user count as Inventory Management.
- <sup>16</sup> Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.
- <sup>17</sup> Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.

Oracle Education Subscription				
Subscription	Licensing Metric	Frequency	Minimum	
Learning Network <sup>1</sup>	349 Hosted Named User	Yearly	1	
iLearning Subscription <sup>2</sup>	99 Hosted Named User	3 Months	1	
	48 Hosted Named User	Yearly	\$5,000	

<sup>1</sup> Terms of use are described in the online Professional Subscription Agreement.

<sup>2</sup> At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

## DEFINITIONS

**Named User Plus:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the licensing rules section: the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

**Processor:** shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by your third party users.

**Professional User 2003:** is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

**Professional User 2003 - External:** is defined as an individual, who is not your employee, contractor or subcontractor, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users - External are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

**Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, TeleSales User:** is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

**Application Read-Only User:** is defined as an individual authorized by you to run only queries or reports against the following application programs for which you have also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

**Adapter:** is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Oracle programs.

**Annual Transaction Volume:** is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

**Case Report Form (CRF) Page:** is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

**Computer:** is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

**Cost of Goods Sold:** is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

**Electronic Order Line:** is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management, Purchasing or iStore application from any source (not manually entered by licensed Order Management Users, Purchasing Users or Professional Users) during a 12 month period. This includes order lines originating as external EDIXML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

**Employee:** is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.)

**Entry:** is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

**Expense Report:** is defined as the total number of expense reports processed by the Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

**Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

**FTE Student:** is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

**Hosted Named User:** is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**Invoice Line:** is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

**Module:** is defined as each production database running the programs.

**Orders:** is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

**Order Management User:** is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

**Person:** is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

**Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For Procurement, Purchase Lines are counted as all line items on an approved requisition created in Procurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same P.O. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for Procurement could be a smaller number than for Purchasing Intelligence).

**Purchasing User:** is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Purchasing Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

**RosettaNet Partner Interface Processes® (PIP®s):** are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

**Service Order Line:** is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

**Subscriber:** is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a non-residential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

**Suite:** is defined as all the functional software components described in the product documentation.

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.

**Workstation:** is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

**\$M In Revenue:** is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

**\$M In Managed Assets:** is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

## GENERAL LICENSING RULES

### TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

**4 Year Term:** A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.

**2 Year Term:** A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.

**1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

## ORACLE SUPPORT SERVICES

Oracle Product Services (OSS) offers the following programs: Software Updates to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Premium Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the internal Sales Support website at <http://marketing.us.oracle.com> and select Support Marketing.

### Software Updates (formerly known as Update Subscription)

Software Updates is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription.

### Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Software Updates is a prerequisite.

### Premium Support

Premium Support is designed to provide an enhanced level of support to Oracle customers. Premium Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Premium Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution. Contact your local Support Sales representative for Premium Support information and pricing.

### Incident Support

Incident Support is a web-based incident pack support model through which technical support is available in packages of 10 incidents at a cost of 1,800 USA (Dollar). This service is available for the following products, across all platforms:

- Oracle Database Standard Edition
- Oracle Database Personal Edition
- Oracle Database Lite
- Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server);
- Oracle Database Enterprise Edition, Oracle Database Standard Edition, Partitioning, Real Application Clusters
- Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server);
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to OracleMetaLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

### Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>

## ORACLE OUTSOURCING

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

### Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance. Customers purchasing outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 96,000 USA (Dollar) and minimum monthly net fees of 8,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

### Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance. Customers purchasing outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 144,000 USA (Dollar) and minimum monthly net fees of 12,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

### Shared Services

Shared Services are system administration, application technology management, and monitoring activities for specified Oracle E-Business Suite applications. Shared Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Shared Services of 24,000 USA (Dollar) and minimum monthly net fees of 2,000 USA (Dollar).

**Attachment B to  
Modification #11 to  
Contract VA-991150-OC**



**E-Business Global Price List Supplement  
March 24, 2003**

## Included and Prerequisite Products

Certain Oracle products may need other Oracle products to be installed as a prerequisite for their operation. The following is a guide to products which are shipped with the license and products which require a separate license purchase. It is the responsibility of the Sales Representative and Contract Administrator to specify products included with a license but requiring separate order. Version numbers are indicated only where there is a specific license dependency.

Not all platforms have product availability in the same release.

Restricted Use licenses may be used only to run and install the licensed Program with which they are included. Specific restrictions for such licenses are described in the licensed Program's Documentation.

The "Networking Kit" provides all relevant networking software and any available protocol adapters.

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<b>Oracle Database</b>		
Standard Edition	JServer Enterprise Edition, InterMedia, Enterprise Manager, Workflow, Advanced Queuing, Standard Management Pack, Objects Option, Networking Kit, Objects for OLE, Distributed Option, 64 Bit Option, ODBC Driver, and SQL*Plus, OCI. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	-
Enterprise Edition	JServer Enterprise Edition, InterMedia, Objects Option, Networking Kit, Objects for OLE, Advanced Replication Option, Distributed Option, Parallel Query Option, (including bitmap indexes and parallel bitmap-star query).  SQL*Plus, Visual Information Retrieval and Workflow. Also included are: Advanced Backup & Recovery, Queuing, Advanced, Connection Manager & Pooling, 64-bit option, MPI, OCI, ODBC Driver, Enterprise Manager and Enterprise backup utility. For OS/390 implementation, use of either Access Manager for CICS or Access Manager for IMS/TM is included. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	-
Personal Edition	Networking kit, Objects for OLE, SQL*Plus, and ODBC driver. All options available with Oracle Database Enterprise Edition (except RAC).	-
Lite	Networking kit, ODBC driver and Oracle Database Lite Mobile Option.	Oracle Database Standard Edition or Oracle Database Enterprise Edition.
<b>Oracle Database Enterprise Edition Options:</b>		
Real Application Clusters	-	Oracle Database Enterprise Edition
Partitioning	Parallel DML, Parallel Index Scans	Oracle Database Enterprise Edition
OLAP	-	Oracle Database Enterprise Edition
Data Mining	-	Oracle Database Enterprise Edition
Spatial	-	Oracle Database Enterprise Edition
Advanced Security	Restricted Use : Oracle Internet Directory for the purpose of enterprise domains and user-schema mappings, enterprise users and roles.	Oracle Database Enterprise Edition
Label Security	-	Oracle Database Enterprise Edition
<b>Enterprise Managers:</b>		
Diagnostics Pack	-	Oracle Database Enterprise Edition
Tuning Pack	-	Oracle Database Enterprise Edition
Change Management Pack	-	Oracle Database Enterprise Edition
Management Pack for SAP R/3	-	Oracle Database Enterprise Edition
<b>Internet Application Server</b>		
Java Edition	HTTP Server, OC4J (J2EE container and web services), TopLink, BC4J and 5 JDeveloper Named User Plus licenses per Processor	-
Standard Edition	TopLink, Portal, and 5 JDeveloper Named User Plus licenses per Processor  Restricted Use: (i) Oracle Internet Directory is provided for use with Oracle9iAS Single Sign-On and with other iAS components to provision, store and manage users and groups, their associated security credentials and privileges; to synchronize data with 3rd party directory services; and to store other component-specific metadata. (ii) Oracle9iAS Web Cache is provided only for use with Portal. (iii) The Oracle Database is provided for use with iAS Infrastructure for storing product metadata. Storing any other data in the Oracle9iAS Infrastructure database requires a full use license of the Oracle Database. (iv) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the iAS FAQ posted on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details	Please refer to Question #9-12 of the Oracle9i Application Server FAQ on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details
Enterprise Edition	Oracle Forms Services, Oracle Reports Services, TopLink, Portal, Discoverer Viewer, Discoverer Plus (Web Functionality), Internet Directory, Application InterConnect Toolkit, Workflow, and 5 JDeveloper Named User Plus licenses per Processor  Restricted Use: (i) The Oracle Database is provided for use with iAS Infrastructure for storing product metadata. Storing any other data in the Oracle9iAS Infrastructure database requires a full use license of the Oracle Database. (ii) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the iAS FAQ posted on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details	Oracle Database Standard Edition. If Discoverer Plus and/or Discoverer Viewer are used then at least 1 copy of IDS is required. Please refer to Question #9-12 of the Oracle9i Application Server FAQ on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details.
<b>Internet Application Server Enterprise Edition Options:</b>		
Personalization	-	Internet Application Server Enterprise Edition
Wireless Option	-	Internet Application Server Enterprise Edition

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<b>Tools</b>		
Internet Developer Suite	Designer, Forms Developer, Reports Developer, JDeveloper, Business Components for Java, Discoverer Administration Edition, Warehouse Builder, SQL*Plus and 1 license of Discoverer Desktop Edition restricted to the Named User of IDS.  Restricted Use: IAS Enterprise Edition restricted to testing and debugging the deployment of application developed with IDS, Oracle Database Enterprise Edition.	-
Discoverer Desktop Edition	-	Oracle Database Personal Edition, Oracle Database Standard Edition or Oracle Database Enterprise Edition. There needs to be at least 1 licensed copy of IDS.
JDeveloper	Restricted Use: IAS Enterprise Edition restricted to testing and debugging the deployment of application developed with JDeveloper. Oracle Database Enterprise Edition.	-
Programmer	Oracle Objects for OLE, Oracle precompilers & SQL Module (based on platform availability), ODBC and OCI, Access Manager for CICS and IMS/TM with Oracle Programmer on the OS/390 platform.	-
<b>Collaboration</b>		
Collaboration Suite	Files, Email, Email Server. Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running the Oracle Collaboration Suite	-
Files	Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running Files	-
Email	Email Server. Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running Email	-
<b>Other Server Products</b>		
Message Broker	Restricted Use: Oracle Database Enterprise Edition for use of Advanced Queuing and to support use of Internet Directory. Internet Directory to store OMB configuration information as well as queue and topic definitions	-
<b>Data Warehousing Products</b>		
Pure Name & Address (North America)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (Latin America)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (EMEA)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (APAC)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Express Server	Express Web Agent (with v6.0 and later of Express Server)	-
Express Analyzer	Express Web Publisher	Express Server
Express Objects	Express Web Publisher	Express Server. Express Analyzer for users of the deployed application.
<b>Integration Products</b>		
Open System Gateways	Open System Gateways include Oracle Transparent Gateways for MS SQL Server, Sybase, Rdb, Ingres, Informix, Teradata, and RMS. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Mainframe Integration Gateways	Mainframe Integration Gateways include Oracle Transparent Gateways for DB2. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Enterprise Integration Gateways	Enterprise Integration Gateways include Access Manager for AS/400, Procedural Gateway for MQ Series, APPC, Transparent Gateway for DB2/400 and IBM DRDA. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
EDA/SQL Gateways	Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
InterConnect Adapters	-	Internet Application Server Enterprise Edition
<b>Rdb Server Products</b>		
Rdb Enterprise Edition	Networking Kit, ODBC driver, Distributed Option, Replication Option, Parallel Query Option, 64-bit Option, and Rdb DataBase Integrator (DBI)	-
CODASYL DBMS	-	-
Rdb Server Options:	-	-
TRACE	-	Rdb Enterprise Edition or CODASYL DBMS
<b>Development, Query and Reporting Tools</b>		
Programmer for Rdb	Oracle Rdb and RDBPRE Precompilers. Rdb SQL Module, ODBC, OCI and Objects for OLE (Windows version only)	Rdb Enterprise Edition
CDD/ Repository	Full Use CDD/R license for developers only. Restricted Use: Rdb Server for CDD/R metadata	-
CDD/R Runtime	Restricted Use: Rdb Server for CDD/R metadata	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<b>All Oracle Applications</b> No modifications	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition, Programmer and iAS Enterprise Edition for the underlying technology as invoked by the unmodified E-Business Suite applications. Restricted Use: iDS for installing and configuring discoverer workbooks and end user layer content. Additionally, iDS for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only)	-
Modifications implemented as Java programs which include Java that produces html interface or Java business logic  Modifications that require iDS or Discoverer Desktop Edition only (This includes creation/modification of reports, forms and workbooks)	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition and Programmer for the underlying technology as invoked by the unmodified E-Business Suite applications	1. JDeveloper for the total number of developers who are not licensed for iDS and are building Java Programs using JDeveloper that accesses the existing application schema 2. iDS or Discoverer Desktop Edition for the total number of developers who are performing these modifications 3. iAS EE for the total number of end users or Processors for which the modifications are deployed 4. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
Modifications to the database (This includes adding/changing tables, columns, stored procedures and triggers)	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Diagnostic Pack restricted to the instance of the database where the application is run  (If there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack for the other database instances).	1. Database Enterprise Edition for the total number of actual users or Processors 2. iAS EE for the total number of end users or Processors for which the modifications are deployed 3. Programmer and iDS for the total number of developers who are performing these modifications 4. JDeveloper for the total number of developers who are not licensed for iDS and are building Java Programs using JDeveloper that accesses the existing application schema 5. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
The prerequisites in the modifications tables above must be added to the product level prerequisites listed below. For detailed rules, please consult the Customer Facing Document <b>Prerequisites</b> located on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a>		
<b>E-BUSINESS SUITE</b>		
<b>Component Applications</b>		
<b>Intelligence</b>		
E-Business Intelligence	Supply Chain Intelligence, Purchasing Intelligence, Financials Intelligence, Process Manufacturing Intelligence, Discrete Manufacturing Intelligence. Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included	If using Supply Chain Intelligence: Process Manufacturing or Discrete Manufacturing or Order Management or Advanced Supply Chain Planning. If using Purchasing Intelligence: Purchasing. If using Financials Intelligence: Financials or any of the individual applications now included in the Financials bundle
Balanced Scorecard	Balanced Scorecard Developer	-
Financials & Sales Analyzers	Sales Analyzer, Financial Analyzer. The included products that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers	Express Server. The product prerequisites that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers
<b>Marketing and Sales</b>		
Marketing	Marketing Encyclopedia System	-
Trade Management	-	Marketing
TeleSales	Restricted Use: Quoting, Order Management (restricted to Order Entry Workbench)	-
Advanced Pricing	-	If used as an option to TeleSales: TeleSales
Field Sales	Mobile Sales, Wireless Option for Sales. Restricted Use: Oracle Database Lite	-
Quoting	-	If orders passed into Order Management: Order Management (licensed by Electronic Order Lines) for all orders passed into OM
Advanced Pricing	-	If used as an option to Quoting: Quoting
Incentive Compensation	-	-
<b>Order Management</b>		
Order Management	Restricted Use: iPayment	Inventory Management for people in the inventory department
Advanced Pricing	-	If used as an option to Order Management: Order Management
Release Management	-	Order Management
Configurator	Configurator Developer. Restricted use: Inventory Management and Bills of Material for the purpose of setting up items and bills	-
iStore	Restricted Use: iPayment	-
<b>Logistics</b>		
Inventory Management	Restricted Use: Order Management (restricted to Shipping)	-
Mobile Supply Chain Applications	-	If used as an option to Inventory Management: Inventory Management
Warehouse Management	Mobile Supply Chain Applications	Inventory Management
Transportation	-	Inventory Management
<b>Supply Chain Planning</b>		
Advanced Supply Chain Planning	-	-
Constraint Based Optimization	-	Advanced Supply Chain Planning
Inventory Optimization	-	-
Global Order Promising	-	-
Demand Planning	-	Express Server
Collaborative Planning	-	-
<b>Procurement</b>		
Purchasing	Supplier Scheduling	-
Sourcing	-	Purchasing
iSupplier Portal	-	Purchasing
iProcurement	Purchasing Connect for TPN Register, Internet Procurement InterConnect for SAP R/3. Restricted use: Application InterConnect Toolkit, Message Broker, Purchasing.	-
Exchange Marketplace	-	-



LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<b>Manufacturing</b>		
Discrete Manufacturing	Bills of Material, Capacity, Cost Management, Engineering, Inventory Management, Master Scheduling/MRP, Quality, Work in Progress, Project Manufacturing	Project Billing and Project Costing for users of Project Manufacturing only
Mobile Supply Chain Applications	-	If used as an option to Discrete Manufacturing: Discrete Manufacturing
Flow Manufacturing	-	Discrete Manufacturing
Manufacturing Scheduling	-	Discrete Manufacturing
Process Manufacturing	-	-
<b>Maintenance Management</b>		
Enterprise Asset Management	Restricted use: Inventory Management	-
<b>Service</b>		
TeleService	Support, Customer Care	-
Service Contracts	-	-
Field Service	-	-
Spares Management	Restricted use: Inventory Management	Field Service
Advanced Scheduler	-	Field Service. May require NAVTECH spatial data that must be licensed from Navigation Technologies Inc. The data is currently available for the US, Canada, and Western Europe. Therefore, Advanced Scheduler may be sold only in these regions. Contact NAVTECH: In North America, at Oracle_navtech@navtech.com or +1.408.817.5121. In Europe, at Oracle_navtech@navtech.nl or 31 (0) 4-99-33-14-36
Mobile Field Service	Wireless Option for Service. Restricted Use: Oracle Database Lite for Mobile Field Service users, Wireless Option for iAS EE for Wireless Option for Service users	Field Service
Depot Repair	-	-
iSupport	-	-
<b>Projects</b>		
Project Costing	Activity Management Gateway, Project Connect for Microsoft Project, Project Management	-
Project Billing	-	Project Costing
Project Resource Management	-	-
Internet Time	-	Project Costing
Project Collaboration	-	Project Management for the project managers and project leads. Files if documents are stored in Oracle's document management solution and shared via Project Collaboration
Project Management	Project Collaboration for licensed Project Management users only, all other users need to be licensed. Restricted use of Project Costing and Project Billing, restricted to visibility and financial control of information processed in these products	Files if documents are stored in Oracle's document management solution and shared via Project Management
Project Contracts	-	-
<b>Product Lifecycle Management</b>		
Collaborative Product Development	-	-
CAD/View-3D	-	-
<b>Financial</b>		
Financials	Assets, Cash Management, General Ledger, Payables, Receivables/Revenue Accounting, Global Consolidation System, Property Manager, CPG Trade Accounting, Public Sector Budgeting, Public Sector General Ledger, Public Sector Receivables, Public Sector Payables, U.S. Federal General Ledger, U.S. Federal Receivables, U.S. Federal Payables, Public Sector General Ledger (International), Public Sector Receivables (International), Public Sector Payables (International), Public Sector Assets (International). Restricted Use: iPayment	-
Activity Based Management	Activity Based Management Analyzer, SEM Exchange	Financials
Advanced Collections	Restricted Use: iPayment	-
Internet Expenses	Restricted Use: Financials	-
iReceivables	Restricted Use: iPayment	-
Treasury	-	-
<b>Human Resources</b>		
Human Resources	-	-
Self-Service Human Resources		Human Resources
Advanced Benefits	Restricted Use: Human Resources	-
iRecruitment	Restricted Use: HR and HR Intelligence	-
Training Administration	Restricted Use: iPayment	-
iLearning	-	-
Payroll	Restricted Use: Human Resources	All sales of US and Canadian Payroll include delivery of the required Vertex Tax Calculation Module. Customer must enter a license agreement with Vertex for the tax maintenance subscription ( <a href="http://www.vertexinc.com/oracle_salesinfo.asp">http://www.vertexinc.com/oracle_salesinfo.asp</a> )
Time and Labor	Restricted Use: Human Resources	-
HR Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Human Resources

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<b>Data Librarian</b>		
Customer Data Librarian	-	-
Customers Online	-	-
<b>Interaction Center Technology</b>		
Advanced Inbound Telephony	Interaction Blending	TeleService, TeleSales, or Advanced Collections
Advanced Outbound Telephony	Interaction Blending	TeleService, TeleSales, or Advanced Collections. If telephony integration is required: Advanced Inbound Telephony
Scripting	Interaction Center Intelligence	TeleService, TeleSales, or Advanced Collections. If list management for Scripting Survey is required: Marketing
eMail Center	Email Server	TeleService or TeleSales
<b>Other</b>		
Customer Model	-	-
Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Self-Service Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
<b>Vertical Applications</b>		
<b>Communications/Utilities</b>		
CRI Financial Management	-	Financials and Project Costing
Network Logistics (Network Asset Tracking)	Network Logistics - NATS	Order Management (licensed by Order Management User and Electronic Order Lines) and Purchasing
Telco Provisioning	-	-
Number Portability	-	-
<b>Public Sector/University</b>		
Student System	-	-
Financial Aid	-	Student System
Student Recruiting	Marketing and TeleSales	-
Grants	Grants Accounting, Grants Proposal, Labor Distribution. Restricted use: Project Billing and Project Costing	-
<b>Financial Services</b>		
Performance Analyzer	Financial Data Manager	Oracle Database Enterprise Edition and Partitioning
Transfer Pricing	Financial Data Manager	Oracle Database Enterprise Edition and Partitioning
Transfer Pricing Online	-	Transfer Pricing
Budgeting and Planning	Restricted use: Risk Manager, Financials & Sales Analyzers (Financial Analyzer functionality only), Financial Data Manager	Oracle Database Enterprise Edition, Express Server, Partitioning
Risk Manager	Financial Data Manager	Oracle Database Enterprise Edition and Partitioning
Financial Data Manager	Balance & Control, System Administrator, Portfolio Analyzer. Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Oracle Database Enterprise Edition and Partitioning
Financial Services Provisioning	-	-
Lease Management	Human Resources (restricted use for setup of workflow users). Inventory (restricted use for setup of lease item masters)	Financials
<b>Health Care</b>		
Adverse Event Reporting System	-	To run reports, customer should contact Actuate and license their Reporting Server. Contact Tom Stafford at tstafford@actuate.com or +1.913.851.5330
Clinical	Remote Data Capture	-
Distributed Study Conduct Option	-	Clinical
Remote Data Capture	Restricted Use: Clinical	-
Thesaurus Management System	-	-
Healthcare Transaction Base	-	Oracle Database Enterprise Edition, IAS Standard Edition or Enterprise Edition
<b>High Tech</b>		
Shop Floor Management	-	Discrete Manufacturing
Supply Chain Trading Connector for RosettaNet	-	-
<b>Aerospace, Defense and Transportation</b>		
Complex Maintenance, Repair & Overhaul	-	-
<b>EDUCATION SUBSCRIPTION</b>		
Learning Network	-	-
iLearning Subscription	-	-

## Product Migration Listings

When moving supported licenses from one operating system to another, the only cost associated with moving supported licenses from one operating system to another is the cost of the new CD Pack. If a CD Pack isn't available for a particular operating system, customers can contact Client Relations to see whether the product is available on the desired operating system. Shipping and media charges may apply.

### SERVER TECHNOLOGY

#### Pure Name Changes (for price holds)

##### Old Name

Darwin Data Mining Suite  
Darwin Deployment Pack  
Internet Application Server Wireless Edition  
Military Security  
Oracle 8  
Oracle8i Standard Edition  
Oracle 7 Server  
Oracle Server  
Oracle Server Enterprise Edition  
Oracle8i Enterprise Edition  
Oracle8i Enterprise Edition  
Oracle Lite  
Oracle8i Lite  
Oracle 8 Personal Edition  
Oracle 8i Personal Edition  
Payment Server  
Personal Oracle  
Portal-To-Go (Carrier Edition)  
Portal-To-Go (Enterprise Edition)  
Rdb Server

##### New Name

Data Mining Suite  
Data Mining Suite  
Wireless Option  
Label Security  
Oracle Database Standard Edition  
Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Lite  
Oracle Database Lite  
Oracle Database Personal Edition  
Oracle Database Personal Edition  
iPayment  
Oracle Database Personal Edition  
Internet Application Server Wireless Edition  
Internet Application Server Wireless Edition  
Rdb Enterprise Edition

#### Name and Functionality Changes

##### Old Product

Advanced Networking Option  
Express MDB  
Express/EIS(Developer)  
InterOffice Messaging Cartridge  
Oracle Internet Messaging  
Oracle Internet Messaging Hosted Edition  
Oracle Mail or Oracle Office  
Parallel Server  
Oracle Data Mining Suite

##### New Product

Advanced Security  
Express Server  
Express Objects  
Email restricted to Email Server  
Email restricted to Email Server  
Email restricted to Email Server  
Email restricted to Email Server  
Real Application Clusters (Net to Net migration rule applies)  
Data Mining Option

#### Bundling Changes

##### Old Product

Access Manager for AS/400  
Applications InterConnect Toolkit  
Business Components for Java  
Database Designer  
Designer  
Developer Server  
Developer/2000 Server (Windows 95)  
Discoverer Administration Edition  
Discoverer Plus  
Discoverer User Edition  
Discoverer Viewer  
Discoverer/2000  
  
Email Server  
Email Server (As part of iAS License)  
Enterprise Developer Suite  
Forms Developer  
Forms Server  
Forms Services  
Hot Standby  
Internet Directory  
InterConnect Adapter for FTP  
JDeveloper Suite  
Management Pack for Oracle Applications  
Message Gateway/Agent Event Manager  
Message Manager Client  
Messaging Option  
Mobile Agents  
Mobile Agents Developers Kit  
Oracle Application Server Standard Edition  
Oracle Application Server Enterprise Edition  
Oracle CASE Designer  
Oracle CASE Dictionary  
Oracle DataBrowser  
Oracle Data Query  
Oracle DDE Manager  
Oracle Glue  
Oracle Objects for OLE  
Oracle Precompiler  
OWB Integrator for SAP  
Procedural Gateway for APPC  
Procedural Gateway for MQ Series  
Procedure Builder  
Professional Developer/2000  
Pure.Extract  
Pure.Integrate  
Reports Developer  
Reports Server  
Reports Services  
Server Kits  
SQL\*Connect to DB2  
SQL\*Connect to SQL/DS  
SQL\*Forms  
SQL\*Menu  
SQL\*Reportwriter  
SQL\*Plus  
Times Series  
Transparent Gateway for DB2  
Transparent Gateway for DB2/400  
Transparent Gateway for IBM DRDA  
Transparent Gateway for Informix

##### Bundled Into

Enterprise Integration Gateways (Restricted to the functionality of Access Manager for AS/400)  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Applications InterConnect Toolkit  
IDS (Internet Developer Suite). Restricted to the functionality of Business Components for Java  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer Server  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer/2000 Server - Windows 95  
IDS (Internet Developer Suite). Restricted to the functionality of Discoverer Administration Edition  
Discoverer Desktop Edition and iAS EE (Restricted to Discoverer Plus Web Functionality only)  
Discoverer Desktop Edition and iAS EE (Restricted to Discoverer Plus Web Functionality only)  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Discoverer Viewer  
Discoverer Desktop Edition and iAS EE restricted to Discoverer Plus Web functionality for each Discoverer/2000 and ONLY 1 IDS license restricted to Discoverer Admin Edition  
Email restricted to Email Server  
Email restricted to Email Server  
IDS (Internet Developer Suite). Restricted to the functionality of Enterprise Developer Suite  
IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Server  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Services  
Rdb Enterprise Edition or CODASYL DBMS  
iAS (Internet Application Server) EE. Restricted to the functionality of Internet Directory  
TBD  
JDeveloper  
Any Oracle E-Business Suite Application  
Database Lite  
Database Lite  
Email  
Database Lite  
Database Lite  
iAS (Internet Application Server). Restricted to the functionality of Oracle Application Server Standard Edition  
iAS (Internet Application Server Enterprise Edition). Restricted to the functionality of Oracle Application Server Enterprise Edition  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purposes of testing, debugging and previewing.  
Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purposes of testing, debugging and previewing  
Programmer  
Programmer  
Programmer  
Programmer  
IDS (Restricted to the functionality of Warehouse Builder)  
Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for APPC)  
Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for MQ Series)  
IDS (Internet Developer Suite). Restricted to the functionality of Procedure Builder  
Database Personal Edition and IDS (IDS restricted to the functionality of Professional Developer/2000)  
IDS (Restricted to Oracle Warehouse Builder)  
IDS (Restricted to Oracle Warehouse Builder)  
IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Server  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Services  
Database Standard Edition or Database Enterprise Edition  
Mainframe Integration Gateways  
Mainframe Integration Gateways  
IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer  
IDS (IDS restricted to the functionality of SQL\*Plus)  
Bundled with Oracle Database Enterprise Edition as part of the SQL Analytics  
Mainframe Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2)  
Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2/400)  
Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for IBM DRDA)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for Informix)

Transparent Gateway for Ingres  
 Transparent Gateway for MS SQL Server  
 Transparent Gateway for Rdb  
 Transparent Gateway for RMS  
 Transparent Gateway for Sybase  
 Transparent Gateway for Teradata  
 Warehouse Toolkit for PeopleSoft  
 WebDB Enterprise Edition  
 WebDB Standard Edition  
 Warehouse Builder

Open System Gateways (Restricted to the functionality of Transparent Gateway for Ingres)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for MS SQL Server)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Rdb)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for RMS)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Sybase)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Teradata)  
 iDS (Restricted to the functionality of Warehouse Builder)  
 iAS SE (Restricted to the functionality of Portal)  
 iAS SE (Restricted to the functionality of Portal)  
 iDS (iDS restricted to the functionality of Warehouse Builder)

#### Old Products

Data Mart Suite

Data Mart Suite, Sales & Marketing

Enterprise Manager Performance Pack

Gateways (Mainframe)

Gateways (Non-Mainframe)

#### Split Into

License individual Products as: Oracle Database Enterprise Edition (32 Named User Plus),  
 iDS (2 Named User Plus), Discoverer Desktop Edition (5 Named User Plus), iAS EE (32 Named User Plus).  
 License individual Products as: Oracle Database Enterprise Edition (32 Named User Plus),  
 iDS (2 Named User Plus), Discoverer Desktop Edition (5 Named User Plus), iAS EE (32 Named User Plus).  
 Financials & Sales Analyzers (32 Application Users), Express Server (32 Named User Plus).  
 Diagnostics Pack and Tuning Pack  
 Mainframe Integration Gateways and EDA/SQL Gateways (Restricted to the original component gateways)  
 Open System Gateways, Enterprise Integration Gateways, EDA/SQL Gateways (Restricted to the original component gateways)

#### Obsolete Products (product is no longer supported and its functionality has been bundled into another product)

##### Obsolete Product

64 bit Option  
 64 bit option for Rdb  
 Advanced Replication Option  
 ConText Cartridge  
 CDD/Administrator  
 DataBase Integrator  
 Distributed Option  
 Distributed Option for Rdb  
 Enterprise Manager DBA Pack for Rdb  
 Expert Performance Tuner Client  
 ExpressView  
 Image Cartridge  
 interMedia  
 Internet Commerce Cartridge  
 Internet Commerce Server  
 JServer Enterprise Edition  
 MPI Protocol Adapter  
 multidimension option  
 MVS Client Bundle  
 Objects Option  
 ODBC Driver  
 Oracle Database Lite Mobile Option  
 Oracle MultiProtocol Interchange  
 Oracle ODBC Driver for Rdb  
 Oracle Rdb Remote Client  
 Oracle Rdb SQL Module  
 Oracle Rdb SQL Precompiler  
 Oracle RDBPRE Precompiler  
 Oracle RDML Precompilers  
 Oracle SQL/Services  
 Oracle TextServer3  
 Oracle Unified Messaging  
 Parallel Query Option  
 Parallel Query Option for Rdb  
 Performance Data Option  
 Personal Oracle7 Enterprise Edition  
 Personal Express  
 Power Utilities  
 Protocols  
 Pure Name & Address (US)  
 Pure Name & Address (Canada)  
 Geocode  
 RALLY  
 RALLY Client  
 Replication Option for Rdb  
 Server Manager  
 SQL\*Module  
 SQL\*Net  
 SQL\*Net/DCE  
 SQL\*TextRetrieval  
 SQL\*VDM  
 Standard Management Pack  
 TextServer3 Option  
 Time Series  
 TRACE/Expert  
 Transparent Gateway for ODBC  
 Trusted Oracle Enterprise Edition  
 Video Cartridge  
 Visual Information Retrieval  
 Webserver Option for Rdb  
 Workflow Enterprise Edition  
 Workflow Standard Edition

##### Bundled Into

Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 CDD/Repository  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Rdb Enterprise Edition  
 TRACE  
 Express Analyzer  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 iStore  
 iStore  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Programmer  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition, iDS  
 Oracle Database Lite  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Rdb Enterprise Edition  
 Programmer for Rdb  
 Programmer for Rdb  
 Programmer for Rdb  
 Programmer for Rdb  
 Rdb Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Email Server  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 TRACE  
 Oracle Database Enterprise Edition  
 Express Server  
 Rdb Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Pure Name & Address (North America)  
 Pure Name & Address (North America)  
 Pure Name & Address (North America)  
 iDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
 iDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Programmer  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Advanced Security  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Personal Edition  
 Oracle Database Standard Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition  
 TRACE  
 Generic Connectivity using ODBC in the Oracle Database  
 Oracle Database Enterprise Edition and Label Security  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Standard Edition

#### Products Without Migration (product is still supported but not migration is offered)

ADW Sales Analysis Collection Pack  
 Expert Option  
 InterOffice Document Cartridge  
 InterOffice Gateways  
 MHS Gateway  
 ODBC Access to Non-Relational Data for Rdb  
 PROFS Gateway  
 Proxy Server  
 SESAM Gateway  
 Transparent Gateway Toolkit  
 TurboImage Gateway  
 Video Server  
 Replication Services

**Pure Name Changes (for price holds)**Old Name

Activa  
Advanced Inbound  
Advanced Outbound  
Collections  
CRL Network Logistics  
CRM Data Model  
CRM Foundation  
Call Center Intelligence  
Data Librarian  
Global ATP Server  
Grants Management  
Internet Procurement  
Internet Receivables  
Internet Supplier Portal  
Marketing Online  
Process Manufacturing Solution Bundle  
Risk Optimization  
Sales Compensation  
Sales Online  
Scheduler  
SDP Number Portability  
Self-Service Expenses  
Self-Service Time  
Self-Service Purchasing  
Self-Service Suppliers  
SellingPoint Developer  
Service Online  
Supply Chain Exchange  
Supply Chain Hub  
Transportation Hub  
Transportation Exchange

New Name

Activity Based Management  
Advanced Inbound Telephony  
Advanced Outbound Telephony  
Advanced Collections  
Network Logistics (Network Asset Tracking)  
Customer Model  
Customer Model  
Advanced Inbound Telephony and Advanced Outbound Telephony  
Customer Data Librarian  
Global Order Promising  
Grants Accounting  
iProcurement  
iReceivables  
iSupplier Portal  
Marketing  
Process Manufacturing  
Inventory Optimization  
Incentive Compensation  
Field Sales  
Advanced Scheduler  
Number Portability  
Internet Expenses  
Internet Time  
iProcurement  
iSupplier Portal  
Configurator Developer  
Field Service  
Collaborative Planning  
Collaborative Planning  
Transportation  
Transportation

**Name and Functionality Changes**Old Product

Applications Display Manager  
Automotive Foundation  
Balanced Scorecard Architect  
iBill & Pay  
iMarketing  
Maintenance, Repair & Overhaul (MRO) Bundle  
Market Manager for Industries  
Marketing for Communications  
OpenWeb  
Oracle Commissions  
Oracle Internet Commerce  
Order Entry  
Product Configurator  
Product Development  
Product Development Hub  
Product Development Exchange  
Project Analysis Collection Pack  
Projects  
Revenue Accounting for Communications  
SDP Activation  
Service for Communications  
Supply Chain Planning  
TeleBusiness for Financial Services  
TeleBusiness for Telecom / Utilities  
Time Management  
Web Suppliers

New Product

Oracle Applications Release 10SC  
Release Management  
Balanced Scorecard Developer  
(To Be Determined)  
Marketing  
Complex Maintenance, Repair & Overhaul  
Marketing  
Marketing  
iStore  
Incentive Compensation  
iStore  
Order Management  
Configurator  
Collaborative Product Development  
Collaborative Product Development  
Collaborative Product Development  
Project Intelligence (estimated availability: fiscal Q2, 2003)  
Project Costing  
(To Be Determined)  
Provisioning  
TeleService  
Advanced Supply Chain Planning  
TeleSales  
TeleSales  
Time and Labor  
iSupplier Portal

**Bundling Changes**Old Product

Activity Based Management Analyzer  
Activity Management Gateway  
Advanced Marketing Online  
Alert  
Assets  
Balanced Scorecard Developer  
Bills of Material  
Call Blending  
Call Center Connectors  
Call Center Integration  
Call Center Intelligence  
Call Center Technology  
Campaign Plus  
Capacity  
Cash Management  
Collateral Fulfillment  
Configurator Developer  
Contracts Intelligence  
Control  
Cost Management  
CPG Trade Accounting  
Customer Care  
Customer Intelligence  
Customer Service  
Defect Management  
Discrete Manufacturing Intelligence  
Dispatch  
EDI Gateway  
eCommerce to Call Center Integration  
Engineering  
Field Sales Online  
Financial Analyzer  
Financial Data Manager  
Financials Intelligence  
Formula Management  
FTI Integration to GL  
General Ledger  
Global Consolidation System  
Grants Accounting  
Grants Proposal

Bundled Into

Activity Based Management  
Projects Costing  
Marketing  
Included in all Oracle Applications  
Financials  
Balanced Scorecard  
Discrete Manufacturing  
Advanced Inbound Telephony  
Advanced Inbound Telephony  
Customer Model  
Advanced Inbound Telephony and Advanced Outbound Telephony  
Advanced Inbound Telephony  
Advanced Outbound Telephony  
Discrete Manufacturing  
Financials  
Customer Model  
Configurator  
Service Contracts or Project Contracts  
Process Manufacturing  
Discrete Manufacturing or Process Manufacturing  
Financials  
TeleService  
TeleService or Field Service  
TeleService  
Field Service  
E-Business Intelligence  
Field Service  
Included in all Oracle Applications  
Customer Model  
Discrete Manufacturing  
Field Sales  
Financials & Sales Analyzers  
Performance Analyzer, Transfer Pricing, Budgeting & Planning and Risk Manager. Financial Data Manager is also being sold as a stand-alone product  
E-Business Intelligence  
Process Manufacturing  
Financials  
Financials  
Financials  
Grants  
Grants

iMeeting  
 Insight  
 Interaction Blending  
 Interaction Center Intelligence  
 Internet Procurement InterConnect for SAP R/3  
 Inventory  
 iPayment  
 IVR Integrator  
 Labor Distribution  
 Laboratory Management  
 Manufacturing Accounting Controller  
 Manufacturing Intelligence  
 Marketing Intelligence  
 Master Production Scheduling  
 Master Scheduling/MRP  
 Material Requirement Planning  
 Mobile Sales  
 OpenTel  
 Operations Intelligence  
 Oracle Sales  
 Oracle Sales & Marketing  
 Oracle Work in Process  
 Payables  
 Predictive  
 Process Manufacturing Cost Analyzer  
 Process Manufacturing Intelligence  
 Process Operations  
 Production Management  
 Project Connect  
 Project Connect for Microsoft Project  
 Project Manufacturing  
 Property Manager  
 Public Sector Budgeting  
 Public Sector Financials  
 Public Sector Financials (International)  
 Public Sector Purchasing  
 Public Sector Purchasing (International)  
 Purchasing Connect for TPN Register  
 Purchasing Intelligence  
 Quality  
 Quality Management  
 Receivables/Revenue Accounting  
 Report Manager  
 Rights Contracts  
 Sales Analyzer  
 Sales Intelligence  
 Sales Management  
 SellingPoint Developer  
 SEM Exchange  
 Service  
 Service Intelligence  
 Shipping  
 Supplier Scheduling  
 Supply Chain Intelligence  
 System Module  
 Telephony Manager  
 Tutor for Discrete Manufacturing  
 Tutor for Financials  
 Tutor for Human Resources  
 Tutor for Order Management  
 Tutor for Payroll  
 Tutor for Projects  
 Tutor for Purchasing  
 Tutor for Time Management  
 Tutor for Training Administration  
 Tutor Tool  
 U.S. Federal Financials  
 U.S. Federal Purchasing  
 Web Customers  
 Wireless Option for Sales  
 Wireless Option for Service  
 Work in Progress

#### Old Product

Capital Resource Logistics  
 Contracts  
 Order Management  
 Personal Time and Expense  
 Project Time & Expense  
 Product Development  
 Provisioning  
 SDP Provisioning  
 SellingPoint  
 SellingPoint Internet Edition  
 SellingPoint Mobile Configurator  
 Unified Agent  
 Web Employees

#### Products Without Migration (product is still supported but not migration is offered)

Customer Householding  
 Media Interactive  
 Partners Online  
 Personal Activa  
 Personal Activity Based Management  
 Process Manufacturing Regulatory Management  
 Quality Online  
 Sales Contracts  
 CTI Middleware  
 ERP Integration Extension to OIC  
 Industrial Billing  
 Contracts Core

Collaboration Suite  
 Advanced Inbound Telephony or Advanced Outbound Telephony  
 Advanced Inbound Telephony  
 Advanced Inbound Telephony, Advanced Outbound Telephony, Scripting, or eMail Center  
 iProcurement  
 Inventory Management  
 iStore, Financials, Order Management, Training Administration, Advanced Collections, or iReceivables  
 Advanced Inbound  
 Grants  
 Process Manufacturing  
 Process Manufacturing  
 E-Business Intelligence  
 Marketing  
 Process Manufacturing  
 Discrete Manufacturing  
 Process Manufacturing  
 Field Sales  
 Advanced Inbound Telephony (as Connectors)  
 E-Business Intelligence  
 Field Sales  
 Field Sales  
 Discrete Manufacturing  
 Financials  
 Advanced Outbound  
 E-Business Intelligence  
 E-Business Intelligence  
 Process Manufacturing  
 Process Manufacturing  
 Project Costing  
 Project Costing  
 Discrete Manufacturing  
 Financials  
 Financials  
 Financials  
 Financials  
 Purchasing  
 Purchasing  
 iProcurement  
 E-Business Intelligence  
 Discrete Manufacturing  
 Process Manufacturing  
 Financials  
 Included in all Oracle Applications  
 Service Contracts  
 Financials & Sales Analyzers  
 TeleSales or Field Sales  
 Process Manufacturing  
 Configurator  
 Activity Based Management  
 Field Service  
 TeleService or Field Service  
 Order Management  
 Purchasing  
 E-Business Intelligence  
 Process Manufacturing  
 Advanced Inbound Telephony  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Tutor for Applications  
 Financials  
 Purchasing  
 iStore or iSupport, but not both  
 Field Sales  
 Mobile Field Service  
 Discrete Manufacturing

#### Split into

Financials and Project Costing  
 Service Contracts  
 Order Management and Inventory Management  
 Internet Time and Internet Expenses  
 Internet Time and Internet Expenses  
 Collaborative Product Development, Project Management and Files Online  
 Telco Provisioning and Financial Services Provisioning  
 Telco Provisioning and Financial Services Provisioning  
 Configurator and either Field Sales or TeleSales  
 Configurator and either Field Sales or TeleSales  
 Configurator and either Field Sales or TeleSales  
 TeleSales, Field Sales, TeleService and Field Service  
 Self Service HR, iProcurement and Internet Expenses

Temporarily removed from the price list to revamp this product

Temporarily removed from the price list to revamp this product

The Product Migration listing is not a complete list of migrations and is subject to change without notice.

**Attachment C to  
Modification #11 to  
Contract VA-991150-OC**

**ORACLE**

**E-Business Global Price List - Outsourcing  
March 24, 2003**

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License



<sup>1</sup> If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.

<sup>2</sup> Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.

<sup>3</sup> Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server.

<sup>4</sup> InterConnect Adapters are licensed per Adapter. The package contains the following adapters: PeopleSoft, SAP, CICS, Siebel & JD Edwards.

<sup>5</sup> Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

<sup>6</sup> 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. Additional discounting requires HQAPP approval, no exceptions. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products.

<sup>7</sup> 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.

<sup>8</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

<sup>9</sup> Personal Edition provides a maximum of one Named User Plus per database.

Rdb Products	Oracle Rdb					
	Named User Plus License	Administration Services	Computer Services	Processor License	Administration Services	Computer Services
<b>Rdb Server Products</b> <sup>1</sup>						
Rdb Enterprise Edition	800	-	-	40,000	-	-
CODASYL DBMS	800	-	-	-	-	-
<b>Rdb Server Options:</b>						
TRACE <sup>2,3</sup>	100	-	-	5,000	-	-
<b>Rdb Development, Query and Reporting Tools</b>						
Programmer for Rdb <sup>4</sup>	1,000	-	-	-	-	-
CDD/ Repository	5,000	-	-	-	-	-
CDD/R Runtime <sup>5</sup>	-	-	-	5,000	-	-

<sup>1</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

<sup>2</sup> Rdb Server Options must match the number of licenses of the associated database.

<sup>3</sup> TRACE may also be licensed with CODASYL DBMS.

<sup>4</sup> Oracle precompilers supported via SQL \*Net for Rdb for use across Oracle & Rdb Servers.

<sup>5</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Oracle E-Business Suite

E-Business Suite 2003 Bundle	License Price	Administration Services	Computer Services	Licensing Metric	Minimum
E-Business Suite 2003 Professional User <sup>12</sup>	3,995	119.85	79.90	Professional User 2003	10% <sup>11</sup>
E-Business Suite 2003 Professional User (external usage) <sup>12</sup>	995	29.85	19.90	Professional User 2003 - External	1
<b>Component Applications</b>					
<b>Intelligence</b>					
E-Business Intelligence	3,995	119.85	79.90	Application User	10
Balanced Scorecard	1,995	59.85	39.90	Application User	20
Financials & Sales Analyzers	1,495	44.85	29.90	Application User	5
<b>Marketing and Sales</b>					
Marketing	4,995	149.85	99.90	Marketing User	10
Option: Trade Management	2,995	89.85	59.90	Marketing User	10
TeleSales	5,995	179.85	119.90	TeleSales User	10
Option: Advanced Pricing <sup>1</sup>	1,995	59.85	39.90	TeleSales User	10
Field Sales	3,995	119.85	79.90	Field Sales User	10
Quoting	1,195	35.85	23.90	Field Sales User	10
Option: Advanced Pricing <sup>1</sup>	1,995	59.85	39.90	Field Sales User	10
Incentive Compensation	495	14.85	9.90	Compensated Individual	10
<b>Order Management</b>					
Order Management <sup>3</sup>	3,995	119.85	79.90	Order Management User	5
Option: Advanced Pricing <sup>1</sup>	0,200	0.0024	0.0016	Electronic Order Line	100,000
Option: Release Management <sup>1</sup>	1,995	59.85	39.90	Order Management User	10
Configurator	0,100	0.0012	0.0008	Electronic Order Line	100,000
iStore	0,200	0.0024	0.0016	Electronic Order Line	100,000
	150,000	4,500.00	3,000.00	Processor	1
	50,000	1,500.00	1,000.00	Processor	2
<b>Logistics</b>					
Inventory Management	3,995	119.85	79.90	Inventory/Shipping User	5
Option: Mobile Supply Chain Applications <sup>1,15</sup>	1,495	44.85	29.90	Inventory/Shipping User	5
Option: Warehouse Management <sup>1,15</sup>	3,000	90.00	60.00	Inventory/Shipping User	20
Option: Transportation <sup>1,14,15</sup>	1,995	59.85	39.90	Inventory/Shipping User	20
<b>Supply Chain Planning</b>					
Advanced Supply Chain Planning	1,500	45.00	30.00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	11.25	7.50	\$M Cost of Goods Sold	60
Inventory Optimization	750	22.50	15.00	\$M Cost of Goods Sold	60
Global Order Promising	300	9.00	6.00	\$M Cost of Goods Sold	60
Demand Planning	600	18.00	12.00	\$M Cost of Goods Sold	60
Collaborative Planning <sup>14</sup>	500	15.00	10.00	\$M Cost of Goods Sold	60
<b>Procurement</b>					
Purchasing <sup>2</sup>	3,995	119.85	79.90	Purchasing User	5
Option: Sourcing <sup>1,10</sup>	7,995	239.85	159.90	Purchasing User	5
Option: iSupplier Portal <sup>1</sup>	7,995	239.85	159.90	Purchasing User	5
iProcurement	5	0.0100	0.0100	Purchase Line	5,000
Exchange Marketplace <sup>6</sup>	5,000	150.00	100.00	\$M Annual Transaction Volume	300
<b>Manufacturing</b>					
Discrete Manufacturing <sup>2</sup>	3,995	119.85	79.90	Manufacturing User	10
Option: Mobile Supply Chain Applications <sup>1,16</sup>	1,495	44.85	29.90	Manufacturing User	10
Option: Flow Manufacturing <sup>1,16</sup>	2,995	89.85	59.90	Manufacturing User	10
Option: Manufacturing Scheduling <sup>1,16</sup>	1,495	44.85	29.90	Manufacturing User	10
Process Manufacturing <sup>2</sup>	3,995	119.85	79.90	Manufacturing User	10

## Oracle E-Business Suite

	License Price	Administration Services	Computer Services	Licensing Metric	Minimum
<b>Maintenance Management</b>					
Enterprise Asset Management	5,995	179.85	119.90	Application User	10
<b>Service</b>					
TeleService	In Bundle <sup>1</sup>				
Service Contracts	★	119.85	79.90	Application User	10
Field Service	★	179.85	119.90	Application User	10
Option: Spares Management <sup>1</sup>	3,995	119.85	79.90	Field Technician	20
Option: Advanced Scheduler <sup>1,14</sup>	5,995	89.85	59.90	Field Technician	50
Option: Mobile Field Service <sup>14</sup>	2,995	29.85	19.90	Field Technician	50
Depot Repair	1,495	44.85	29.90	Field Technician	50
iSupport	995	29.85	19.90	Application User	10
	3,995	119.85	79.90	Processor	2
	50,000	1,500.00	1,000.00		
<b>Projects</b>					
Project Costing <sup>2</sup>	In Bundle <sup>1</sup>				
Option: Project Billing <sup>17</sup>	★	119.85	79.90	Application User	5
Project Resource Management	★	89.85	59.90	Application User	5
Internet Time <sup>14</sup>	195	5.85	3.90	Person	50
Project Collaboration <sup>14</sup> (Price approved in advance of availability)	95	2.85	1.90	Person	50
Project Management <sup>14</sup> (Price approved in advance of availability)	295	8.85	5.90	Application User	50
Project Contracts	795	23.85	15.90	Application User	25
	5,995	179.85	119.90	Application User	10
<b>Product Lifecycle Management</b>					
Collaborative Product Development <sup>14</sup> (Price approved in advance of availability)	2,995	89.85	59.90	Application User	500
CADView-3D	995	29.85	19.90	Application User	100
<b>Financial</b>					
Financials <sup>2</sup>	In Bundle <sup>1</sup>				
Option: Activity Based Management <sup>1</sup>	★	119.85	79.90	Financials User	5
Advanced Collections	1,195	35.85	23.90	Financials User	40
Internet Expenses	1,195	35.85	23.90	Financials User	10
iReceivables	5	0.1500	0.1000	Expense Report	1,000
Treasury	50	1.50	1.00	1K Invoice Line	20
	24,995	749.85	499.90	Application User	4
<b>Human Resources</b>					
Human Resources	In Bundle <sup>1</sup>				
Self-Service Human Resources	★	0.6000	0.4000	Person	100
Advanced Benefits	50	0.4200	0.2800	Person	100
iRecruitment <sup>14</sup>	35	0.4800	0.3200	Person	500
Training Administration	40	0.6000	0.4000	Person	500
iLearning	50	0.9000	0.6000	Trainee	100
Payroll	30	0.3600	0.2400	Trainee	100
Time and Labor <sup>14</sup>	60	0.7200	0.4800	Person	500
HR Intelligence	35	0.4200	0.2800	Person	100
	25	0.3000	0.2000	Person	100
<b>Data Librarian</b>					
Customer Data Librarian <sup>14</sup>	5,995	179.85	119.90	Application User	5
Customers Online <sup>14</sup>	100	3.00	2.00	Application User	500
<b>Interaction Center Technology</b>					
Advanced Inbound Telephony	995	29.85	19.90	Workstation	50
Advanced Outbound Telephony	995	29.85	19.90	Workstation	50
Scripting	595	17.85	11.90	Workstation	50
eMail Center	1,995	59.85	39.90	Workstation	50

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite

	License Price	Administration Services	Computer Services	Licensing Metric	Minimum
<b>Other</b>					
Customer Model <sup>14</sup>	2,995	89.85	59.90	Application User	10
Tutor for Applications <sup>5</sup>	495	14.85	9.90	Application User	5
Self-Service Tutor for Applications <sup>5</sup>	20	0.6000	0.4000	Employee	5
Applications Read-Only User	1,495	44.85	29.90	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)					
<b>Vertical Applications</b>					
<b>Communications/Utilities</b>					
CRL Financial Management <sup>8</sup>	249,995	7,499.85	4,999.90	Module	1
	0.2500	0.0075	0.0050	Per Subscriber Thereafter	1
Network Logistics (Network Asset Tracking) <sup>8</sup>	249,995	7,499.85	4,999.90	1st 200,000 Subscribers	1
	0.5000	0.0150	0.0100	Per Subscriber Thereafter	1
Telco Provisioning <sup>8</sup>	249,995	7,499.85	4,999.90	Module	1
	1.50	0.0450	0.0300	Per Subscriber Thereafter	1
Number Portability <sup>8</sup>	249,995	7,499.85	4,999.90	Module	1
	10	0.3000	0.2000	Ported Number/Year	1
<b>Public Sector/University</b>					
Student System <sup>14</sup>	115	0.3450	0.2300	FTE Student	3,000
Financial Aid <sup>14</sup>	30	0.0900	0.0600	FTE Student	3,000
Student Recruiting <sup>14</sup>	30	0.0900	0.0600	FTE Student	3,000
Grants	3,995	119.85	79.90	Application User	5
<b>Financial Services</b>					
Performance Analyzer	70	2.10	1.40	Employee	1,000
Transfer Pricing	70	2.10	1.40	Employee	1,000
Transfer Pricing Online	750	22.50	15.00	Application User	5
Budgeting and Planning	3,000	90.00	60.00	Application User	5
Risk Manager	60	1.80	1.20	Employee	1,000
Financial Data Manager	200,000	6,000.00	4,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0060	0.0040	Service Order Line	50,000
Lease Management <sup>13,14</sup>	2,000	60.00	40.00	\$M Managed Assets	500
<b>Health Care</b>					
Adverse Event Reporting System	15,000	450.00	300.00	Application User	5
Clinical	15,000	450.00	300.00	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	3,000	90.00	60.00	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	9	0.2700	0.1800	CRF Page	10,000
Remote Data Capture <sup>9</sup>	9,000	270.00	180.00	Application User	1
Thesaurus Management System <sup>7</sup>	1,000	30.00	20.00	Application Read-Only User	5
Thesaurus Management System - Read-Only <sup>7</sup>	1,000	30.00	20.00	Named User Plus	50
Healthcare Transaction Base <sup>4,14</sup>	100,000	3,000.00	2,000.00	Processor	1
<b>High Tech</b>					
Shop Floor Management	4,995	149.85	99.90	\$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet <sup>14</sup> (Price approved in advance of availability)	50,000	1,500.00	1,000.00	PIP	2
<b>Aerospace, Defense and Transportation</b>					
Complex Maintenance, Repair & Overhaul <sup>14</sup>	14,995	449.85	299.90	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Oracle E-Business Suite

- <sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.
- <sup>2</sup> Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- <sup>3</sup> Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)
- <sup>4</sup> For the purpose of licensing this program (except Healthcare Transaction Base), only the processors on which 9iAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Healthcare Transaction Base, only the processors on which 9iAS Standard Edition and/or Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program.
- <sup>5</sup> The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- <sup>6</sup> This product requires HQAPP approval.
- <sup>7</sup> If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- <sup>8</sup> Customers must pay for both the module and the subscriber/workstation fee.
- <sup>9</sup> Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.
- <sup>10</sup> Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Outsourcing Discount Schedule available on <http://resource.oraclecorp.com>
- <sup>11</sup> The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
  - The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
  - A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
  - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
  - Once minimums are satisfied, they are not required to be met in subsequent purchases.
- <sup>12</sup> Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.
- <sup>13</sup> If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,000. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,000, and the price per \$M in Managed Assets for each additional license is 1,000.
- <sup>14</sup> This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://resource.oraclecorp.com> for more information.
- <sup>15</sup> Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the Inventory option, the option must be licensed at the same user count as Inventory Management.
- <sup>16</sup> Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.
- <sup>17</sup> Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.

## GENERAL LICENSING RULES

### TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

**4 Year Term:** A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.

**2 Year Term:** A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.

**1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

## ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Software Updates Service to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Premium Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the internal Sales Support website at <http://marketing.us.oracle.com> and select Support Marketing.

### Software Updates (formerly known as Update Subscription)

Software Updates is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription.

### Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetalink. Features of Metalink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Software Updates Service is a prerequisite.

### Premium Support

Premium Support is designed to provide an enhanced level of support to Oracle customers. Premium Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Premium Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution. Contact your local Support Sales representative for Premium Support information and pricing.

### Incident Support

Incident Support is a web-based incident pack support model through which technical support is available in packages of 10 incidents at a cost of 1,800 USA (Dollar). This service is available for the following products, across all platforms:

- Oracle Database Standard Edition
- Oracle Database Personal Edition
- Oracle Database Lite

Incident Server Support Packages provide incident-based web support for the following limited product sets:

- Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):  
Oracle Database Enterprise Edition, Oracle Database Standard Edition, Partitioning, Real Application Clusters
- Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server):  
Internet Application Server Enterprise Edition, Internet Application Server Standard Edition

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to OracleMetalink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

### Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>

## ORACLE OUTSOURCING

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

### Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance. Customers purchasing outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 96,000 USA (Dollar) and minimum monthly net fees of 8,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

### Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance. Customers purchasing outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 144,000 USA (Dollar) and minimum monthly net fees of 12,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

### Shared Services

Shared Services are system administration, application technology management, and monitoring activities for specified Oracle E-Business Suite applications. Shared Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Shared Services of 24,000 USA (Dollar) and minimum monthly net fees of 2,000 USA (Dollar).



## Ordering Document

Customer Name:  
Customer Location:

Contract Administrator:  
Phone:  
Fax:

Technical Contact:  
Phone:  
Fax:  
Email Address:

### ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement  
Agreement Name: SLSA-

This Ordering Document incorporates by reference the terms of the agreement specified above ("Agreement").

#### A. PROGRAMS

Customer hereby orders the Services described herein for use in the *[insert applicable country/region]*, unless otherwise specified.

Description	Quantity	License Type	List Annual		Net Annual	
			Administration	Services Fee	Administration	Services Fee
				Discount		

List Annual Administration Services Fees  
Annual Incremental Fee: (if applicable \$48,000 is the minimum Net Administration Fee):  
Net Annual Administration Services Fees:  
Total Annual Administration Service Fees:



## B. GENERAL TERMS

1. Administration Services. Administration Services are maintenance and system administration functions provided to Customer by Oracle with respect to Oracle applications, which Customer has licensed. Oracle will provide such Administration Services by remotely accessing such applications. All Administration Services are subject to the terms and conditions of the Agreement and this Ordering Document, and are provided under Oracle's Administration Services Policies, which are subject to change. Customer may access the current versions of these policies at <http://oracle.com/policies/adminpolicy.html>. All Administration Services are conditioned upon Customer's continuous maintenance of Update Subscription Service and Product Support.
2. Export Clause  
The Customer agree export control laws govern the Customer's use of the programs (including technical data) and any services provided under this agreement, and the Customer agree to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations. The Customer agree that no data, information, programs and/or deliverable (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitations, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
3. Programs and Delivery. "Programs" are those software Programs specifically identified above, and any updates to such Programs that are acquired through technical support. Customer agrees that Customer has acquired Product Support and Update Subscription Service Support for the Programs ("Technical Support") prior to the Effective Date of this Ordering Document, and that Customer will continue to maintain such technical support during the Administration Services Term. Administration Services do not include licenses for the Programs; Customer must separately acquire such licenses prior to the Effective Date of this Ordering Document. Customer warrants that all Programs have been properly licensed to Customer and that Customer is complying and will continue to comply with the license for the Programs. Customer acknowledges that the Programs have already been delivered for the Administration Services.
4. Administration Services Term. The initial term of Customer's Administration Services shall commence on the Effective Date of this Ordering Document and shall continue for a period of one year unless earlier terminated in accordance with this Ordering Document or the Agreement. Administration Services acquired under this Ordering Document may be renewed annually, subject to Oracle's acceptance, and for the initial two renewal years, the Total Annual Administration Services Fees will not increase by more than 5% of the prior year's fees. The initial one-year term and any subsequent one-year terms are collectively defined as the "Administration Services Term". If Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and applicable Ordering Document. At the end of the Administration Services Term, or within a reasonable period of time after receipt of Customer's written request, and pursuant to the Administration Services Policies, Oracle will promptly deliver the Customer's data to the Customer. Customer may terminate the Administration Services in accordance with the administration policies, upon 30 days prior written notice to Oracle. The termination shall be effective on the thirtieth business day after the notice has been received by Oracle (the "termination date"). Upon Customer's written request, the termination date may be extended, provided that the Customer first agree to pay us in advance, a monthly fee for each month (or partial month) for which Oracle continues to provide administration services to the Customer after the termination date.

5. Administration Services Fees. Customer agree to pay Oracle, annually in advance, the Total Annual Administration Services Fees specified above which include, if specified, an Annual Incremental Fee to insure that the Total Annual Administration Services Fees meet Oracle's minimum annual fee for Administration Services. Customer agrees to pay any sales, value-added or other similar taxes that Oracle must pay based on the Administration Services provided to Customer. Customer agrees to pay any costs and expenses, incurred by Oracle, related to Customer's private network connectivity or any other telecommunication materials or services. Customer is responsible for all costs and expenses related to remotely accessing and using the Programs, including but not limited to acquiring and maintaining the applicable software, equipment, and telecommunications services. All Administration Services fees and other fees due under this Ordering Document shall be due and payable net 30 days from date of invoice. All Administration Services ordered are non-cancelable and fees paid for such Administration Services are nonrefundable, except as otherwise specified in this Ordering Document.
6. Online Availability. If for any reason Customer is dissatisfied with the Administration Services provided to Customer for any given month during the Administration Services term, upon Customer's written notice that must be received by Oracle no later than the last business day of that particular month, Customer will receive an Administration Services fee credit for such month calculated at 20% of the total monthly Administration Services paid for such month based on 1/12 of the annual fee. Customer's written notice must be submitted to [outsourcingcredit\\_wv@oracle.com](mailto:outsourcingcredit_wv@oracle.com). The credit will be in the form of a check or a services credit towards any outstanding balance owed to Oracle and it represents Customer's exclusive remedy, and Oracle's sole liability, for deficiencies in the Administration Services.
7. Segmentation. Customer acknowledges that Oracle bid the Administration Services Customer is ordering hereunder separately from any Program licenses. Customer understands that Customer has the right to acquire Programs without acquiring any Administration Services, and that Customer has the right to acquire Administration Services and Program licenses separately at the fees stated in the applicable Ordering Document(s).
8. Force Majeure. Oracle shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any Administration Services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error, or any other cause beyond Oracle's reasonable control.
9. Data Ownership. Oracle shall respect the privacy of Customer's data as set forth in the Privacy Policy posted on the Oracle.com web site. Oracle may compile statistical or performance information related to its services and generic non-identifiable information based in whole or in part on the data and information that Customer provides to Oracle. Oracle may use such compiled information for marketing purposes and Oracle shall retain all title, copyright, and other proprietary rights in such compilations.
10. **DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT ADMINISTRATION SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, ORACLE MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY HARDWARE OR HARDWARE CONFIGURATIONS, AND YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACQUISITION, MAINTENANCE AND MANAGEMENT OF ALL HARDWARE, INCLUDING LOCAL AREA NETWORKS (LAN), SOFTWARE (EXCEPT FOR THE ADMINISTRATIVE SERVICES EXPRESSLY PROVIDED HEREIN), TELECOMMUNICATIONS, AND DEVICES.**

This quote is valid through \_\_\_\_\_, 2002 and shall become binding upon execution by you and acceptance by Oracle.

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**{insert applicable OraSub}**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Ordering Document

Customer Name:  
Customer Location:

Contract Administrator:  
Phone:  
Fax:  
Email Address:

Technical Contact:  
Phone:  
Fax:  
Email Address:

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement  
Agreement Name: SLSA-

This Ordering Document incorporates by reference the terms of the agreement specified above ("Agreement").

A. SERVICES

Customer hereby orders the Services described herein for use in the *[insert applicable country/region]*, unless otherwise specified.

Description	Quantity	License Type	List Annual Administration Services Fee	Discount	Net Annual Administration Services Fee	List Annual Computer Services Fee	Discount	Net Annual Computer Services Fee
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List Annual Computer Services Fees:

List Annual Administration Services Fees:

Annual Incremental Fee: (if applicable \$72,000 is the minimum Net Annual Computer & Administration Fee):

Net Annual Computer Services Fees:

Net Annual Administration Services Fees:

Total Annual Computer & Administration Services Fees:

## B. GENERAL TERMS

1. Computer & Administration Services. Computer & Administration Services provide Customer with the ability to remotely access and use program licenses (defined below). Computer & Administration Services are subject to the terms and conditions of this Ordering Document, and are provided under Oracle's Computer & Administration Services policies, which are subject to change. Customer may access the current versions of these policies at <http://oracle.com/policies/computadminpolicy.html>. These Computer & Administration Services are conditioned upon Customer's continuous maintenance of Update Subscription Service and Product Support.

*(This clause would only be included if customer is acquiring licenses and Computer & Administration Services for Oracle Exchange products)*

*Customer Branded Exchange. "Customer Branded Exchange" shall mean Customer's exchange, operated under Customer's chosen brand name, which shall utilize the \_\_\_\_\_, and \_\_\_\_\_ Program license(s) (fill in blanks with applicable Exchange Products) ordered by Customer. If content management services are desired by Customer, Customer may contract with the provider of Customer's choice to purchase such services. Customer acknowledges that Customer shall be solely responsible for management of all content in the customer branded exchange. Oracle shall have no obligation or responsibility for such content management.*

### 2. Export Clause

The Customer agree export control laws govern your use of the programs (including technical data) and any services provided under this agreement, and the Customer agree to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations. The Customer agree that no data, information, program and/or deliverable (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

3. Programs and Delivery. Programs" are those software programs specifically identified above, and any updates to such programs that are acquired through technical support. Customer agrees that you have acquired product support and update subscription service support for the programs ("technical support") prior to the Effective Date of this Ordering Document, and that Customer will continue to maintain such technical support during the Computer and Administration Services Term. Computer and Administration Services do not include licenses for the programs; Customer must separately acquire such licenses prior to the Effective Date of this Ordering Document. Customer warrants that all programs have been properly licensed to Customer and that Customer is complying and will continue to comply with the license for the programs. Customer acknowledges that the programs have already been delivered for the Computer and Administration Services. At any time during the Computer and Administration Services Term and/or upon the termination of the Computer and Administration Services, Customer may request in writing and Oracle will promptly provide to Customer Location 1 copy of the software media for any programs for which Customer requires additional shipment.

4. Computer & Administration Services Term. The initial term of Customer's Computer & Administration Services shall commence on the Effective Date of this Ordering Document and shall continue for a period of one year unless earlier terminated in accordance with this Ordering Document or the Agreement. Computer & Administration Services acquired under this Ordering Document may be renewed annually, subject to Oracle's acceptance. For the initial two renewal years, the Annual Computer & Administration Services fees will not increase by more than 5% of the highest

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monthly fee of the preceding year, multiplied by 12. The initial one-year term and any subsequent one-year terms are collectively defined as the "Computer & Administration Services Term". If Computer & Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and applicable Ordering Document for such Programs. At the end of the Computer & Administration Services Term, or within a reasonable period of time after receipt of Customer's written request, and pursuant to the Computer & Administration Services policies, Oracle will promptly deliver Customer's data to Customer. Customer may terminate the Computer & Administration Services in accordance with the computer and administrative policies, upon 30 days prior written notice to Oracle. The termination shall be effective on the thirtieth business day after the notice has been received by Oracle (the "termination date"). Upon the Customer's written request, the termination date may be extended, provided that the Customer first agree to pay us in advance, a monthly fee for each month (or partial month) for which Oracle continues to provide administration services to the Customer after the termination date. Upon termination, Oracle shall refund the unused portion of Computer & Administration Services Fees paid by Customer for the period for which Computer and Administration Services are terminated.

[Note to Contracts – the percentage indicated above (5%) may be changed only with appropriate approvals – this not must be DELETED – this is not part of the contract option]

5. Computer & Administration Services Fees. Customer agrees to pay Oracle, annually in advance, the Total Annual Computer and Administration Services Fees specified above which include, if specified, an Annual Incremental Fee to insure that the Total Annual Computer and Administration Services Fees meet Oracle's minimum annual fee for Computer and Administration Services. Customer agrees to pay any sales, value-added or other similar taxes that Oracle must pay based on the Computer and Administration Services provided to Customer. Customer agrees to pay any costs and expenses, incurred by Oracle, related to Customer's private network connectivity or any other telecommunication materials or services. Customer is responsible for all costs and expenses related to remotely accessing and using the programs, including but not limited to acquiring and maintaining the applicable software, equipment, and telecommunications services. All Computer and Administration Services Fees and other fees due under this Ordering Document shall be due and payable net 30 days from date of invoice. All Computer and Administration Services ordered are non-cancelable and fees paid for such Computer and Administration Services are nonrefundable, except as otherwise specified in this Ordering Document.
6. Online Availability. If for any reason Customer is dissatisfied with the Computer & Administration Services provided to Customer for any given month during the Computer & Administration Services term, upon Customer's written notice that must be received by Oracle no later than the last business day of that particular month, Customer will receive a Computer & Administration Services fee credit for such month calculated at 20% of the Total Monthly Computer & Administration Services Fees paid for such month based on 1/12 of the annual fee. The Customer's written notice must be submitted to [outsourcingcredit\\_ww@oracle.com](mailto:outsourcingcredit_ww@oracle.com). The credit will be in the form of a check or a credit towards any outstanding balance owed to Oracle and it represents Customer's exclusive remedy, and Oracle's sole liability, for deficiencies in the Computer and Administration Services.
7. Segmentation. Customer acknowledges that Oracle bid the Computer & Administration Services Customer is ordering hereunder separately from any Program licenses. Customer understand that Customer has the right to acquire Programs without acquiring any Computer & Administration Services, and that Customer has the right to acquire Computer & Administration Services and Program licenses separately.

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8. Force Majeure. Oracle shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any Computer & Administration Services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error, or any other cause beyond Oracle's reasonable control.
9. Data Ownership. Oracle shall respect the privacy of Customer's data as set forth in the Privacy Policy posted on the Oracle.com web site. Oracle may compile statistical or performance information related to its services and generic non-identifiable information based in whole or in part on the data and information that Customer provides to Oracle. Oracle may use such compiled information for marketing purposes and Oracle shall retain all title, copyright, and other proprietary rights in such compilations.
10. **DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT COMPUTER & ADMINISTRATION SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

This quote is valid through _____, 2002 and shall become binding upon execution by Customer and acceptance by Oracle.	
<b>CUSTOMER</b>	<b>{insert applicable OraSub}</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	



## Ordering Document

Customer Name:  
Customer Location:

Contract Administrator:  
Phone:  
Fax:  
Email Address:

Technical Contact:  
Phone:  
Fax:  
Email Address:

### ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement  
Agreement Name: SLSA-

Attachment F to  
Modification #11 to  
Contract VA-991150-OC

This Ordering Document incorporates by reference the terms of the agreement specified above ("Agreement").

#### A. PROGRAMS

Customer hereby orders the Program licenses and Services described herein for use in the *[insert applicable country/region]*, unless otherwise specified.

Description	Quantity	License Type	List	License Fee	Discount	Net	Net Product	Net Update
Oracle Financials	100	Application User					Support Fee	Subscription Service Fee

*(delete below if customer doesn't want shipment)*

CD Packs:

Oracle Applications Media Pack v1 for Sun Solaris 1

#### SERVICES

Description	Quantity	License Type	List Annual			Net Annual			List Annual			Net Annual		
			Administration			Administration			Computer			Computer		
			Services Fee	Discount		Services Fee	Discount		Services Fee	Discount		Services Fee	Discount	



**List License Fees:**  
**Net License Fees:**  
**CD Pack Fees:**  
**First Year Product Support Fee:**  
**First Year Update Subscription Service Fee:**  
**List Annual Computer Services Fees:**  
**List Annual Administration Services Fees:**  
 Annual Incremental Fee: (if applicable \$72,000 is the minimum Net Annual Computer & Administration Fee):  
**Net Annual Computer Services Fees:**  
**Net Annual Administration Services Fees:**  
**Total Fees:**

## B. GENERAL TERMS

1. Technical Support. Technical support consists of Update Subscription Service, Product Support and/or other technical support services Customer may have ordered. Fees for technical support are due and payable annually in advance. Technical support is effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.
2. Miscellaneous. Section A of this Ordering Document specifies the CD pack and/or Programs on the particular computer operating system requested by Customer, which have been shipped or currently are being shipped to Customer. Where shipment is required, Oracle shall deliver to the address specified by Customer on the purchasing document or when the purchasing document does not indicate a ship to address, Customer location 1 copy of the software media and 1 set of Program documentation (in the form generally available) for each Program currently available in production release as of the Effective Date below. Customer shall be responsible for installation of the software. At any time during the Computer and Administration Services term and/or upon termination of the Computer and Administration Services upon Customer's written request Oracle will promptly provide to Customer location 1 copy of the software media for any Programs for which Customer requires additional shipment. If Computer and Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and this Ordering Document. All fees due under this Ordering Document shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this Ordering Document. Annual Computer & Administration Services fees include, if specified, an Annual Incremental Fee to insure that the Total Annual Computer & Administration Services Fees meet Oracle's minimum annual fee for Computer & Administration Services. Customer agrees to pay applicable media and shipping charges, and to pay any costs and expenses, incurred by Oracle, related to Customer's private network connectivity and/or any other telecommunication materials and services. Customer is responsible for all costs and expenses related to remotely accessing and

using the Programs, including but not limited to acquiring and maintaining the applicable software, equipment and telecommunication services. Provided Customer continuously maintains Update Subscription Service, additional CD packs for the Programs provided under this Ordering Document may be ordered **through the Oracle Store** at the standard CD pack price. If Customer loses or damages the media containing a program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current technical support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order, which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support on any warranties of any kind for these Programs.

A copy of Oracle's License Definitions and Rules is attached hereto and incorporated by reference.

The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or have received from Oracle and do not require Customer to purchase Oracle consulting services.

*(this verbiage to be removed if consulting services are being purchased on the ordering document- in that instance consulting services option is to be included which also contains segmentation wording- use of this option or the preceding standard language does not alleviate the requirement for a separate segmentation letter at the proposal phase of a deal per the corporate revrec guidelines)*

#### **C. OTHER**

1. Customer Reference. In consideration of the discounts granted to Customer under this Ordering Document, Oracle may refer to Customer as a customer in sales presentations, marketing vehicles and activities. In addition, Customer agrees to become part of Oracle's reference program, which recognizes Oracle's customers worldwide for innovation and leadership through marketing and networking opportunities.

*(this language may be removed without approval if **standard** e-business discounts are used – the options document contains another variation of the language which may be used if desired without the need for additional approvals) (if there are other license contract options, they would go in this Section C*

#### **D. COMPUTER & ADMINISTRATION SERVICES TERMS**

*(This clause would only be included if customer is acquiring licenses and Computer & Administration Services for Oracle Exchange products)*

1. Customer Branded Exchange. "Customer Branded Exchange" shall mean Customer's exchange, operated under Customer's chosen brand name, which shall utilize the \_\_\_\_\_, and \_\_\_\_\_ Program license(s) (fill in blanks with applicable Exchange Products) ordered by

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*Customer. If content management services are desired by Customer, Customer may contract with the provider of Customer's choice to purchase such services. Customer acknowledges that Customer shall be solely responsible for management of all content in the customer branded exchange. Oracle shall have no obligation or responsibility for such content management.*

2. Computer and Administration Services Fees. Customer agrees to pay Oracle, annually in advance, the Total Annual Computer and Administration Services Fees specified above in Section A.
3. Computer & Administration Services. Computer & Administration Services provide Customer with the ability to remotely access and use program licenses (defined below). Computer & Administration Services are subject to the terms and conditions of this Ordering Document, and are provided under Oracle's Computer & Administration Services policies, which are subject to change. Customer may access the current versions of these policies at <http://oracle.com/policies/computerandadminpolicyv.html>. These Computer & Administration Services are conditioned upon Customer's continuous maintenance of Update Subscription Service and Product Support.

4. Export Clause

The Customer agree export control laws govern your use of the programs (including technical data) and any services provided under this agreement, and the Customer agree to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations. The Customer agree that no data, information, program and/or deliverable (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

5. Computer & Administration Services Term. The initial term of Customer's Computer & Administration Services shall commence on the Effective Date of this Ordering Document and shall continue for a period of one year unless earlier terminated in accordance with this Ordering Document or the Agreement. Computer & Administration Services acquired under this Ordering Document may be renewed annually, subject to Oracle's acceptance. For the initial two renewal years, the Annual Computer & Administration Services fees will not increase by more than 5% of the highest monthly fee of the preceding year, multiplied by 12. The initial one-year term and any subsequent one-year terms are collectively defined as the "Computer & Administration Services Term". If Computer & Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and applicable Ordering Document for such Programs. At the end of the Computer & Administration Services Term, or within a reasonable period of time after receipt of Customer's written request, and pursuant to the Computer & Administration Services policies, Oracle will promptly deliver Customer's data to Customer. Customer warrants that all Programs have been properly licensed to Customer and that Customer is complying and will continue to comply with the license for the Programs. Customer may terminate the Computer & Administration Services in accordance with the computer and administration policies, upon 30 days prior written notice to Oracle. Upon the Customer's request, the termination date may be extended, provided that the Customer agree to pay us, monthly in advance, a monthly fee for each month (or a partial month) for which Oracle continues to provide administration services to the Customer after the termination date. Upon termination, Oracle shall refund the unused portion of Computer & Administration Services Fees paid by Customer for the period for which Computer and Administration Services are terminated.

[Note to Contracts - the percentage indicated above (5%) may be changed only with appropriate approvals –this note must be DELETED - it is not part of the contract option]

6. Online Availability. If for any reason Customer is dissatisfied with the Computer & Administration Services provided to Customer for any given month during the Computer & Administration Services term, upon Customer's written notice that must be received by Oracle no later than the last business day of that particular month, Customer will receive a Computer & Administration Services fee credit for such month calculated at 20% of the Total Monthly Computer & Administration Services Fees paid for such month based on 1/12 of the annual fee. The Customer's written notice must be submitted to [outsourcingcredit\\_ww@oracle.com](mailto:outsourcingcredit_ww@oracle.com). The credit will be in the form of a check or a credit towards any outstanding balance owed to Oracle and it represents Customer's exclusive remedy, and Oracle's sole liability, for deficiencies in the Computer and Administration Services.
7. Segmentation. Customer acknowledges that Oracle bid the Computer & Administration Services Customer is ordering hereunder separately from any Program licenses. Customer understand that Customer has the right to acquire Programs without acquiring any Computer & Administration Services, and that Customer has the right to acquire Computer & Administration Services and Program licenses separately.
8. Force Majeure. Oracle shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any Computer & Administration Services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error, or any other cause beyond Oracle's reasonable control.
9. Data Ownership. Oracle shall respect the privacy of Customer's data as set forth in the Privacy Policy posted on the [Oracle.com](http://Oracle.com) web site. Oracle may compile statistical or performance information related to its services and generic non-identifiable information based in whole or in part on the data and information that Customer provides to Oracle. Oracle may use such compiled information for marketing purposes and Oracle shall retain all title, copyright, and other proprietary rights in such compilations.
10. **DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT COMPUTER & ADMINISTRATION SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

This quote is valid through \_\_\_\_\_, 2002 and shall become binding upon execution by Customer and acceptance by Oracle.

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**{insert applicable OraSub}**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment G to  
Modification #11 to  
Contract VA-991150-OC**

**Oracle Outsourcing Price List Supplement  
for the Commonwealth of Virginia**

**Outsourcing Services**

<b>Administration Services</b>	As per the Outsourcing Price List (In many cases, the pricing equates to 3% of perpetual list license price per month)	<ul style="list-style-type: none"> <li>\$48,000 per year for Technology Outsourcing or e-Business Outsourcing</li> <li>\$96,000 per year for both Technology AND e-Business Suite Outsourcing</li> </ul>
<b>Computer and Administration Services</b>	As per the Outsourcing Price List (In many cases, the pricing equates to 5% of perpetual list license price per month)	<ul style="list-style-type: none"> <li>\$72,000 per year for Technology Outsourcing or e-Business Outsourcing</li> <li>\$144,000 per year for both Technology AND e-Business Suite Outsourcing</li> </ul>
<b>iLearning Subscription</b>	\$48 per named user per year	\$5,000 per year

**Outsourcing Add-Ons**

Note that Add-Ons are not discountable and do not count towards the Outsourcing minimums.

		Price
<b>Additional Refreshes</b>	Administration Services Computer and Administration Services (Not available for Limited Access)	\$1,000
<b>Additional Environment</b>	Administration Services Only Computer and Administration Services (Not available for Limited Access)	Setup: \$6,000 (Computer and Administration Services; Setup Fee does not apply to Administration Services Only)  Maintenance: \$2,000 per month for E-Business Suite; \$500 per month for Technology (9i and 9iAS)
<b>Non-Standard Backups</b>	Computer and Administration Services (Not available for Limited Access)	\$1,000
<b>Additional VPN</b>	Administration Services Only Computer and Administration Services (Not available for Limited Access)	Setup: \$5,000  Maintenance: \$1,200 per year
<b>Additional Printer</b>	Computer and Administration Services (Not available for Limited Access)	Setup: \$1,000  Maintenance: \$1,200 per year
<b>Personal VPN</b>	Computer and Administration Services (Not available for Limited Access)	Setup: \$600  Maintenance: \$1,200 per year
<b>Additional Storage (1 unit equals 200 Usable Gigabytes)</b>	Computer and Administration Services	Maintenance: \$2,000 per month per unit (1 unit equals 200 usable gigabytes)
<b>Additional Data Export</b>	Computer and Administration Services	\$1,500
<b>Additional Gigabytes (1 Gigabyte)</b>	iLearning Subscriptions	\$350 per month per one GB
<b>Computer and Administration Services Disaster Recovery Option</b>	Computer and Administration Services for the E-Business Suite Only	50% of net monthly Computer and Administration Services fees per month, with a \$10,000 per month minimum

**MODIFICATION #10**  
**TO**  
**CONTRACT NUMBER VA-991150-OC**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**ORACLE CORPORATION**

03 FEB 14 AM 11:10

This MODIFICATION #10 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and ORACLE CORPORATION, hereinafter referred to as "ORACLE" or "Contractor," relating to Contract VA-991150-OC dated March 1, 1999, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #10 and all attachments are hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #10 is to document the Contract changes agreed upon by the Commonwealth and Oracle Corporation to: renew the Contract for an additional one (1) year period; to update ORACLE's "E-Business Global Price List", "E-Business Global Price List Supplement", "E-Business Migration Matrix" and "License Definitions and Rules"; and to add ORACLE's "E-Business Global Price – Outsourcing" and "Outsourcing Discount Schedule". This Modification #10 is effective upon execution through February 28, 2004.

Both above-referenced parties hereby agree to the following:

**1. TERM**

Both above-referenced parties hereby agree to extend the term of Contract VA-991150-OC from March 1, 2003 through February 28, 2004.

**2. ORACLE E-BUSINESS PRICE LIST AND PRICE LIST SUPPLEMENT**

For purposes of this Modification #10 "Price List" is defined as Oracle's E-Business Global Price List, dated October 4, 2002. This Price List is incorporated herein and attached hereto as Attachment A, pages A-1 through A-13.

The "Price List Supplement" is defined as Oracle's E-Business Global Price List Supplement dated October 4, 2002. This Price List Supplement is incorporated herein and attached hereto as Attachment B, pages B-1 through B-10.

All Price List(s) and Price List Supplement(s) previously incorporated into the Agreement are hereby deleted and made null and void.

**3. E-BUSINESS MIGRATION MATRIX**

ORACLE's *E-Business Migration Matrix* document, is incorporated herein and attached hereto as Attachment C, pages C-1 through C-3. All Migration Matrix documents previously incorporated into the Agreement are hereby deleted and made null and void.

**4. ORACLE LICENSE DEFINITIONS AND RULES**

ORACLE's License Definitions and Rules document, hereinafter referred to as "Definitions", dated September 3, 2002, is incorporated herein and attached hereto as Attachment D, pages D-1 through D-5. These Definitions supplement all previously agreed-to Definitions issued under Contract VA-991150-OC, which are hereby incorporated by reference. All Commonwealth Entities are hereby referred to any previously issued Definitions in the event that a definition has been omitted within Attachment D, herein. For any conflict between definitions identified on this Modification #10 and definitions contained in the Agreement, the definitions identified in this Modification #10 shall take precedence.

**5. ORACLE E-BUSINESS OUTSOURCING PRICE LIST**

For purposes of this Modification #10 ORACLE'S "Outsourcing Price List" is defined as Oracle's E-Business Global Price List – Outsourcing, dated October 4, 2002. This Outsourcing Price List is incorporated herein and attached hereto as Attachment E, pages E-1 through E-10.

**6. ORACLE OUTSOURCING DISCOUNT SCHEDULE**

ORACLE's Outsourcing Discount Schedule document, is incorporated herein and attached hereto as Attachment F, pages F-1 through F-1.

**7. REQUIRED LANGUAGE FOR ORDERING ORACLE'S E-BUSINESS SUITE PRODUCTS**

Attached hereto and incorporated herein as Attachment G, pages G-1 through G-3, is the applicable language required for use in Oracle's ordering documents when ordering ORACLE E-Business Suite products.

**8. REQUIRED LANGUAGE FOR ORDERING ORACLE OUTSOURCING – ADMINISTRATIVE SERVICES ONLY**

Attached hereto and incorporated herein as Attachment H, pages H-1 through H-4, is the applicable language required for use in Oracle's ordering documentation when ordering E-Business Outsourcing Services for Remote Administrative Services only, wherein all Hardware and Oracle Software remains on the premises of the ordering Commonwealth Entity, and the licensing for the Oracle E-Business Software is retained by the Commonwealth Entity.

**9. ORACLE OUTSOURCING – REQUIRED LANGUAGE FOR ORDERING COMPUTER AND ADMINISTRATIVE SERVICES ONLY**

Incorporated herein and attached hereto as Attachment I, pages I-1 through I-4, is the applicable language required for use in Oracle's ordering documentation when ordering Oracle's E-Business Outsourcing Services for Remote Computer and Administrative Services, wherein all Hardware and Oracle Software are hosted off-site by Oracle, and the licensing for the Oracle E-Business Software is retained by the Commonwealth Entity.

**10. ORACLE OUTSOURCING – REQUIRED LANGUAGE FOR ORDERING SHARED SERVICES**

Incorporated herein and attached hereto as Attachment J, pages J-1 through J-6, is the applicable language required for use with Oracle's ordering documentation when ordering Oracle's E-Business Outsourcing Services for Shared Services,



wherein all Hardware, Oracle Software and Administrative Services are all hosted off-site by Oracle, and the licensing for the Oracle E-Business Software is retained by Oracle.

**11. ORACLE CONSULTANT SERVICES PRICING**

Incorporated herein and attached hereto as Attachment K, pages K-1 through K-2, is revised pricing for Oracle Consultant Services.

**12. PURCHASE PRICE FOR CLASSROOM EDUCATION (TRAINING)**

Pricing rates for Volume Purchases of Education Units for Oracle's Education Services purchased on a single order, as delineated in Mod #7, Appendix 1, Section 4, entitled "Pricing", are hereby revised and replaced as follows:

<u>Number of Units</u>	<u>Unit Price</u>
1-24	\$353
25-49	\$342
50 and over	\$330

**13. TECHNICAL SUPPORT PRICE ESCALATION**

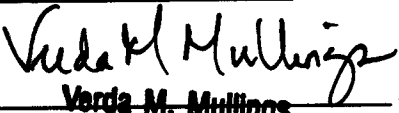
Technical Support acquired with an order may be renewed annually and for the initial two (2) renewal years the Technical Support fee will not increase by more than 4% over the prior year's fees. Provided that the Commonwealth Entity has continuously maintained technical support for the programs licensed, Technical Support fee increases for the following three (3) renewal years shall not increase by more than 4% over the prior year's fees. In no event shall Prices exceed the Contractor's then current published U.S. Commercial List price.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-991150-OC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

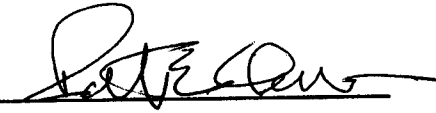
**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ORACLE CORPORATION

BY:   
NAME: Verda M. Mullings  
Oracle Corporation  
Senior Manager  
GEH Contracts  
TITLE: \_\_\_\_\_  
DATE: 2/13/03

COMMONWEALTH OF VIRGINIA

BY:   
NAME: Robert E. Gleason  
TITLE: Technology Contracts Mgr  
DATE: 2/14/03

**Attachment A to  
Modification #10 to  
Contract VA-991150-OC**

**ORACLE**

**E-Business Global Price List  
October 4, 2002**

## Oracle Database

	Named User Plus License	Update Subscription	Product Support	Processor License	Update Subscription	Product Support
<b>Database Products</b>						
<b>Oracle Database</b>						
Standard Edition <sup>5,7</sup>	300	45.00	21.00	15,000	2,250.00	1,050.00
Enterprise Edition <sup>7,8</sup>	800	120.00	56.00	40,000	6,000.00	2,800.00
Personal Edition	400	60.00	28.00	-	-	-
Lite	100	15.00	7.00	-	-	-
<b>Enterprise Edition Options: <sup>2</sup></b>						
Real Application Clusters <sup>7</sup>	400	60.00	28.00	20,000	3,000.00	1,400.00
Partitioning <sup>7</sup>	200	30.00	14.00	10,000	1,500.00	700.00
OLAP	400	60.00	28.00	20,000	3,000.00	1,400.00
Data Mining	400	60.00	28.00	20,000	3,000.00	1,400.00
Spatial	200	30.00	14.00	10,000	1,500.00	700.00
Advanced Security	200	30.00	14.00	10,000	1,500.00	700.00
Label Security	200	30.00	14.00	10,000	1,500.00	700.00
<b>Enterprise Managers: <sup>2</sup></b>						
Diagnostics Pack	60	9.00	4.20	3,000	450.00	210.00
Tuning Pack	60	9.00	4.20	3,000	450.00	210.00
Change Management Pack	60	9.00	4.20	3,000	450.00	210.00
Management Pack for SAP R/3	60	9.00	4.20	3,000	450.00	210.00
<b>Internet Application Server <sup>1</sup></b>						
TopLink	140	21.00	9.80	7,000	1,050.00	490.00
Standard Edition <sup>7</sup>	200	30.00	14.00	10,000	1,500.00	700.00
Enterprise Edition	400	60.00	28.00	20,000	3,000.00	1,400.00
<b>Internet Application Server Enterprise Edition Options: <sup>3</sup></b>						
Personalization	200	30.00	14.00	10,000	1,500.00	700.00
Wireless Option	200	30.00	14.00	10,000	1,500.00	700.00
<b>Tools</b>						
Internet Developer Suite	5,000	750.00	350.00	-	-	-
Discoverer Desktop Edition	1,000	150.00	70.00	-	-	-
JDeveloper	995	149.25	69.65	-	-	-
Programmer	1,000	150.00	70.00	-	-	-
<b>Collaboration</b>						
Collaboration Suite <sup>6</sup>	60	10.00	5.00	-	-	-
1 Year Subscription License	15	10.00	5.00	-	-	-
Files <sup>6</sup>	45	8.00	3.00	-	-	-
1 Year Subscription License	11	8.00	3.00	-	-	-
Email <sup>6</sup>	45	8.00	3.00	-	-	-
1 Year Subscription License	11	8.00	3.00	-	-	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle Database

	Named User Plus License	Update Subscription	Product Support	Processor License	Update Subscription	Product Support
<b>Other Server Products</b>						
Message Broker <sup>1</sup>	200	30.00	14.00	10,000	1,500.00	700.00
<b>Data Warehousing Products</b>						
Pure Name & Address (North America)	-	-	-	20,000	3,000.00	1,400.00
Pure Name & Address (Latin America)	-	-	-	20,000	3,000.00	1,400.00
Pure Name & Address (EMEA)	-	-	-	20,000	3,000.00	1,400.00
Pure Name & Address (APAC)	-	-	-	20,000	3,000.00	1,400.00
Express Server	800	120.00	56.00	40,000	6,000.00	2,800.00
Express Analyzer	800	120.00	56.00	-	-	-
Express Objects	5,000	750.00	350.00	-	-	-
<b>Integration Products</b>						
Open System Gateways	-	-	-	15,000	2,250.00	1,050.00
Mainframe Integration Gateways	-	-	-	95,000	14,250.00	6,650.00
Enterprise Integration Gateways	-	-	-	35,000	5,250.00	2,450.00
EDASQL Gateways	-	-	-	120,000	18,000.00	8,400.00
Each Additional EDASQL Driver	-	-	-	60,000	9,000.00	4,200.00
InterConnect Adapters <sup>4</sup>	30,000	4,500.00	2,100.00	-	-	-

<sup>1</sup> If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.

<sup>2</sup> Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.

<sup>3</sup> Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server.

<sup>4</sup> InterConnect Adapters are licensed per Adapter. The package contains the following adapters: PeopleSoft, SAP, CICS, Siebel & JD Edwards.

<sup>5</sup> Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

<sup>6</sup> 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Update Subscription when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Update Subscription and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Update Subscription, and Product Support fees. Additional discounting requires HQAPP approval, no exceptions. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products.

<sup>7</sup> 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.

<sup>8</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

	Oracle Rdb					Prices in USA (Dollar)	
	Named User Plus License	Update Subscription	Product Support	Processor License	Update Subscription	Product Support	
<b>Rdb Products</b>							
<b>Rdb Server Products <sup>1</sup></b>							
Rdb Enterprise Edition	800	120.00	56.00	40,000	6,000.00	2,800.00	
CODASYL DBMS	800	120.00	56.00	-	-	-	
<b>Rdb Server Options:</b>							
TRACE/Expert <sup>2,3</sup>	100	15.00	7.00	5,000	750.00	350.00	
Power Utilities <sup>2</sup>	200	30.00	14.00	10,000	1,500.00	700.00	
<b>Rdb Development, Query and Reporting Tools</b>							
Programmer for Rdb <sup>4</sup>	1,000	150.00	70.00	-	-	-	
RALLY	5,000	750.00	350.00	-	-	-	
CDD/ Repository	5,000	750.00	350.00	-	-	-	
RALLY Client	600	90.00	42.00	-	-	-	
Enterprise Manager DBA Pack for Rdb	-	-	-	200	30.00	14.00	
CDD/R Runtime <sup>5</sup>	-	-	-	5,000	750.00	350.00	

<sup>1</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

<sup>2</sup> Rdb Server Options must match the number of licenses of the associated database.

<sup>3</sup> TRACE/Expert may also be licensed with CODASYL DBMS.

<sup>4</sup> Oracle precompilers supported via SQL\*Net for Rdb for use across Oracle & Rdb Servers.

<sup>5</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite - Applications Suite

E-Business Suite Professional	License Price	Update Subscription	Product Support	Licensing Metric	Minimum
E-Business Suite Professional User	4,000	600.00	280.00	Professional User	10% <sup>11</sup>
E-Business Suite Professional User (external usage)	1,000	150.00	70.00	Professional User - External	1

Module	Application
Marketing	Marketing, Trade Management
Sales	TeleSales, Sales Online, Quoting, Incentive Compensation
Order Management and Logistics	Order Management (internal orders only) <sup>13</sup> , Advanced Pricing (internal orders only) <sup>13</sup> , Configurator, Mobile Supply Chain Applications, Warehouse Management
Procurement	Purchasing, Purchasing Intelligence, iSupplier Portal
Manufacturing	Discrete Manufacturing, Flow Manufacturing, Process Manufacturing
Maintenance Management	Enterprise Asset Management
Service	iSupport (support personnel and managers), TeleService, Field Service, Advanced Scheduler, Wireless Option for Service, Mobile Field Service, Depot Repair
Contracts	Sales Contracts, Service Contracts, Project Contracts
Projects	Project Costing, Project Billing, Project Resource Management
Product Lifecycle Management	CADView-3D
Financial	Financials, Advanced Collections, Treasury, Financials & Sales Analyzers, Financials Intelligence
HR Applications	Human Resources, Self-Service HR (HR personnel and managers), Advanced Benefits, HR Intelligence
Interaction Center	Advanced Inbound, Advanced Outbound, Scripting, eMail Center
Other	Customer Model, Customer Data Librarian
Employee	iProcurement, iSupport (non-support personnel), Internet Time, Internet Expenses, iReceivables, Self-Service HR (non-HR personnel), Training Administration, Customers Online

E-Business Suite Employee	License Price	Update Subscription	Product Support	Licensing Metric	Minimum
E-Business Suite Employee User	400	60.00	28.00	Employee User	10% <sup>11</sup>
E-Business Suite Non Employee User (external usage)	100	15.00	7.00	Non Employee User - External	1

Module	Application
Employee	iProcurement, iSupport (non-support personnel), Internet Time, Internet Expenses, iReceivables, Self-Service HR (non-HR personnel), Training Administration, Customers Online

## Oracle E-Business Suite - Applications Suite

**E-Business Suite Add-Ons**

## Electronic Orders

(Store, Order Management, Release Management, Advanced Pricing, Configurator, Purchasing)

No. of Orders per year	License Price	Update Subscription	Product Support	License Price	Update Subscription	Product Support
1 - 12,500	25,000	3,750.00	1,750.00			
12,501 - 100,000	25,000	3,750.00	1,750.00 +	2.00	0.3000	0.1400 x No. of Orders over 12,500
100,001 - 1,000,000	200,000	30,000.00	14,000.00 +	1.00	0.1500	0.0700 x No. of Orders over 100,000
1,000,001 - 5,000,000	1,100,000	165,000.00	77,000.00 +	0.5000	0.0750	0.0350 x No. of Orders over 1,000,000
5,000,001 or more	3,100,000	465,000.00	217,000.00 +	0.1000	0.0150	0.0070 x No. of Orders over 5,000,000

	License Price	Update Subscription	Product Support	Licensing Metric	Minimum
Advanced Supply Chain Planning	1,500	225.00	105.00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	56.25	26.25	\$M Cost of Goods Sold	60
Inventory Optimization	750	112.50	52.50	\$M Cost of Goods Sold	60
Global Order Promising	300	45.00	21.00	\$M Cost of Goods Sold	60
Demand Planning	600	90.00	42.00	\$M Cost of Goods Sold	60
Collaborative Planning <sup>10,14</sup>	500	75.00	35.00	\$M Cost of Goods Sold	60
Supply Chain Intelligence	3,995	599.25	279.65	Application User	10
Sourcing <sup>10</sup>	20,000	3,000.00	1,400.00	Application User	5
Exchange Marketplace <sup>6</sup>	5,000	750.00	350.00	\$M Annual Transaction Volume	300
Manufacturing Scheduling <sup>12</sup>	1,495	224.25	104.65	Application User	10
Activity Based Management	95	14.25	6.65	Employee	500
Balanced Scorecard	60	9.00	4.20	Person	500
Payroll	35	5.25	2.45	Person	100
Time and Labor	50	7.50	3.50	Person	500
iRecruitment <sup>14</sup>	495	74.25	34.65	Application User	5
Tutor for Applications <sup>5</sup>	20	3.00	1.40	Employee	5
Self-Service Tutor for Applications <sup>5</sup>	30	4.50	2.10	Trainee	100
iLearning					

## Vertical applications (see page 9 for pricing information)

Module	Application
Communications/Utilities	CRL Financial Management, Network Logistics (Network Asset Tracking), Telco Provisioning, Number Portability
Public Sector/University	Student System, Financial Aid, Student Recruiting, Grants
Financial Services	Performance Analyzer, Transfer Pricing, Transfer Pricing Online, Budgeting and Planning, Risk Manager, Financial Data Manager, Financial Services Provisioning
Health Care	Adverse Event Reporting System, Clinical, Distributed Study Conduct, Remote Data Capture, Thesaurus Management System, Healthcare Transaction Base
High Tech	Shop Floor Management, Supply Chain Trading Connector for RosettaNet
Aerospace, Defense and Transportation	Advanced Service Online

1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite - Component Applications

Component Applications	License Price	Update Subscription	Product Support	Licensing Metric	Minimum
<b>Marketing</b>					
Marketing	4,995	749.25	349.65	Application User	10
Option: Trade Management	2,995	449.25	209.65	Application User	10
<b>Sales</b>					
iStore <sup>4</sup>	50,000	7,500.00	3,500.00	Processor	2
TeleSales	3,995	599.25	279.65	Application User	10
Sales Online	3,995	599.25	279.65	Application User	10
Quoting	1,195	179.25	83.65	Application User	10
Incentive Compensation	495	74.25	34.65	Compensated Individual	10
<b>Order Management and Logistics</b>					
Order Management <sup>3</sup>	0.6000	0.0900	0.0420	Order Line	50,000
Option: Release Management <sup>1,3</sup>	0.2000	0.0300	0.0140	Order Line	50,000
Option: Transportation <sup>1</sup> (Price approved in advance of availability)	0.2000	0.0300	0.0140	Order Line	50,000
Advanced Pricing <sup>3</sup>	0.2000	0.0300	0.0140	Order Line	50,000
Configurator <sup>4</sup>	150,000	22,500.00	10,500.00	Processor	1
Mobile Supply Chain Applications	2,995	449.25	209.65	Application User	5
Warehouse Management	6,995	1,049.25	489.65	Application User	15
<b>Supply Chain Planning</b>					
Advanced Supply Chain Planning	1,500	225.00	105.00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	56.25	26.25	\$M Cost of Goods Sold	60
Inventory Optimization	750	112.50	52.50	\$M Cost of Goods Sold	60
Global Order Promising	300	45.00	21.00	\$M Cost of Goods Sold	60
Demand Planning <sup>10,14</sup>	600	90.00	42.00	\$M Cost of Goods Sold	60
Collaborative Planning	500	75.00	35.00	\$M Cost of Goods Sold	60
Supply Chain Intelligence	3,995	599.25	279.65	Application User	10
<b>Procurement</b>					
Purchasing <sup>2</sup>	3,995	599.25	279.65	Application User	5
iProcurement	5	0.7500	0.3500	Purchase Line	5,000
Purchasing Intelligence	3.00	0.4500	0.2100	Purchase Line	5,000
iSupplier Portal	995	149.25	69.65	Application User	20
Sourcing <sup>10</sup>	20,000	3,000.00	1,400.00	Application User	5
Exchange Marketplace <sup>6</sup>	5,000	750.00	350.00	\$M Annual Transaction Volume	300
<b>Manufacturing</b>					
Discrete Manufacturing <sup>2</sup>	3,995	599.25	279.65	Application User	10
Option: Flow Manufacturing <sup>1</sup>	2,995	449.25	209.65	Application User	10
Option: Manufacturing Scheduling <sup>1</sup>	1,495	224.25	104.65	Application User	10
Process Manufacturing <sup>2</sup>	3,995	599.25	279.65	Application User	10
<b>Maintenance Management</b>					
Enterprise Asset Management	5,995	899.25	419.65	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License



## Oracle E-Business Suite - Component Applications

Service	License Price		Update Subscription		Product Support		Licensing Metric		Minimum	
<b>Service</b>										
iSupport	195		29.25		13.65		Application User		100	
TeleService	3,995		599.25		279.65		Application User		10	
Field Service	3,995		599.25		279.65		Field Technician		10	
Option: Advanced Scheduler <sup>1</sup>	1,495		224.25		104.65		Field Technician		10	
Option: Wireless Option for Service <sup>14</sup>	595		89.25		41.65		Field Technician		10	
Option: Mobile Field Service <sup>14</sup>	1,495		224.25		104.65		Field Technician		10	
Depot Repair	3,995		599.25		279.65		Application User		10	
<b>Contracts</b>										
Sales Contracts	5,995		899.25		419.65		Application User		10	
Service Contracts	5,995		899.25		419.65		Application User		10	
Project Contracts	5,995		899.25		419.65		Application User		10	
<b>Projects</b>										
Project Costing <sup>2</sup>	3,995		599.25		279.65		Application User		5	
Project Billing	2,995		449.25		209.65		Application User		5	
Internet Time	125		18.75		8.75		Application User		50	
Project Resource Management	395		59.25		27.65		Person		25	
<b>Product Lifecycle Management</b>										
Product Development <sup>14</sup>	1,995		299.25		139.65		Application User		750	
CADView-3D	995		149.25		69.65		Application User		100	
<b>Financial</b>										
Financials <sup>2</sup>	3,995		599.25		279.65		Application User		5	
Option: Advanced Collections	1,195		179.25		83.65		Application User		10	
Treasury	24,995		3,749.25		1,749.65		Application User		4	
Financials & Sales Analyzers	1,495		224.25		104.65		Application User		5	
Internet Expenses	5		0.7500		0.3500		Expense Report		1,000	
iReceivables	50		7.50		3.50		1K Invoice Line		20	
Financials Intelligence	50		7.50		3.50		Employee		100	
Activity Based Management	95		14.25		6.65		Employee		500	
Balanced Scorecard	95		14.25		6.65		Employee		500	
<b>Human Resources</b>										
Human Resources	60		9.00		4.20		Person		100	
Self-Service Human Resources	25		3.75		1.75		Person		100	
Payroll	60		9.00		4.20		Person		500	
Time and Labor	35		5.25		2.45		Person		100	
Advanced Benefits	40		6.00		2.80		Person		500	
HR Intelligence	25		3.75		1.75		Person		100	
iRecruitment <sup>14</sup>	50		7.50		3.50		Person		500	
Training Administration	30		4.50		2.10		Trainee		100	
iLearning	30		4.50		2.10		Trainee		100	
<b>Other</b>										
Customer Model <sup>14</sup>	2,995		449.25		209.65		Application User		10	
Customers Online <sup>14</sup>	100		15.00		7.00		Employee		500	
Option: Customer Data Librarian <sup>14</sup>	5,995		899.25		419.65		Application User		10	
Tutor for Applications <sup>5</sup>	495		74.25		34.65		Application User		5	
Self-Service Tutor for Applications <sup>5</sup>	20		3.00		1.40		Employee		5	
Applications Read-Only User	1,495		224.25		104.65		Application Read-Only User		1	
(for Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)										

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite - Component Applications

Application Technologies	License Price	Update Subscription	Product Support	Licensing Metric	Minimum
<b>Interaction Center</b>					
Advanced Inbound	995	149.25	69.65	Workstation	50
Advanced Outbound	995	149.25	69.65	Workstation	50
Scripting	595	89.25	41.65	Workstation	50
eMail Center	1,995	299.25	139.65	Workstation	50
<b>Vertical Applications</b>					
<b>Communications/Utilities</b>					
CRL Financial Management <sup>8</sup>	249,995	37,499.25	17,499.65	Module	1
	0.2500	0.0375	0.0175	Per Subscriber Thereafter	1
Network Logistics (Network Asset Tracking) <sup>8</sup>	249,995	37,499.25	17,499.65	1st 200,000 Subscribers	1
	0.5000	0.0750	0.0350	Per Subscriber Thereafter	1
Telco Provisioning <sup>8</sup>	249,995	37,499.25	17,499.65	Module	1
	1.50	0.2250	0.1050	Per Subscriber Thereafter	1
Number Portability <sup>8</sup>	249,995	37,499.25	17,499.65	Module	1
	10	1.50	0.7000	Ported Number/Year	1
<b>Public Sector/University</b>					
Student System <sup>14</sup>	115	17.25	8.05	FTE Student	3,000
Financial Aid <sup>14</sup>	30	4.50	2.10	FTE Student	3,000
Student Recruiting <sup>14</sup>	30	4.50	2.10	FTE Student	3,000
Grants	3,995	599.25	279.65	Application User	5
<b>Financial Services</b>					
Performance Analyzer	70	10.50	4.90	Employee	1,000
Transfer Pricing	70	10.50	4.90	Employee	1,000
Transfer Pricing Online	750	112.50	52.50	Application User	5
Budgeting and Planning	3,000	450.00	210.00	Application User	5
Risk Manager	60	9.00	4.20	Employee	1,000
Financial Data Manager	200,000	30,000.00	14,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0300	0.0140	Service Order Line	50,000
<b>Health Care</b>					
Adverse Event Reporting System	15,000	2,250.00	1,050.00	Application User	5
Clinical	15,000	2,250.00	1,050.00	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	3,000	450.00	210.00	Application User	5
Remote Data Capture <sup>9</sup>	9	1.35	0.6300	CRF Page	10,000
Thesaurus Management System <sup>7</sup>	9,000	1,350.00	630.00	Application User	1
Thesaurus Management System - Read-Only <sup>7</sup>	1,000	150.00	70.00	Application Read-Only User	5
Healthcare Transaction Base <sup>4</sup> (Price approved in advance of availability)	1,000	150.00	70.00	Named User Plus	50
	100,000	15,000.00	7,000.00	Processor	1
<b>High Tech</b>					
Shop Floor Management	4,995	749.25	349.65	\$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet (Price approved in advance of availability)	50,000	7,500.00	3,500.00	PIP	2
<b>Aerospace, Defense and Transportation</b>					
Advanced Service Online <sup>14</sup>	14,995	2,249.25	1,049.65	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite

- <sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.
- <sup>2</sup> Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- <sup>3</sup> If the revenue per order line (= company's annual revenue divided by the number of annual order lines) is between \$50.00 & \$74.99, the price per order line is 0.4000 for Order Management, 0.1400 for Release Management and 0.1400 for Advanced Pricing. Between \$75.00 & \$99.99, it is 0.2000 for OM, 0.0700 for RM and for AP. Between \$100.00 & \$24.99, it is 0.1000 for OM, 0.0300 for RM and for AP. If the revenue per order line is greater than \$75, equal to \$0 or unknown, the price per order line is 0.6000 for OM, 0.2000 for RM and for AP.
- <sup>4</sup> For the purpose of licensing this program, only the processors on which 9IAS Standard Edition and/or Enterprise Edition and this program are installed in main memory are counted for the purpose of determining the number of processors required to license this program.
- <sup>5</sup> The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- <sup>6</sup> This product requires HQAPP approval.
- <sup>7</sup> If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- <sup>8</sup> Customers must pay for both the module and the subscriber/workstation fee.
- <sup>9</sup> Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.
- <sup>10</sup> Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Outsourcing Discount Schedule available on <http://esource.oraclecorp.com>
- <sup>11</sup> The minimum is based on a combination of Professional and Employee User licenses, as well as the total list license fee, whichever is greater.
- The customer is required to maintain Professional User licenses for at least 10% of the employee population and a combination of Professional User and Employee User licenses for at least 20% of your employee population.
  - The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
  - A company may not license the E-Business Suite at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite pricing regardless of whether they meet the minimum licensing requirements
  - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10%/10% requirement
  - The minimum list license fee is 250,000 USA (Dollar).
  - Product Support and Update Subscription do not count towards the 250,000 USA (Dollar) minimum.
  - Once minimums are satisfied, they are not required to be met in subsequent purchases.
- <sup>12</sup> Must be licensed at the same level as Discrete Manufacturing. Example: number of Manufacturing Scheduling users = number of Discrete Manufacturing users.
- <sup>13</sup> Internal orders are those orders manually entered by licensed Professional Users.
- <sup>14</sup> This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information.

Oracle Education Subscription				
	Subscription	Licensing Metric	Frequency	Minimum
Learning Network <sup>1</sup>	349	Hosted Named User	Yearly	1
iLearning Subscription <sup>2</sup>	99	Hosted Named User	3 Months	1
	48	Hosted Named User	Yearly	\$5,000

<sup>1</sup> Terms of use are described in the online Professional Subscription Agreement.

<sup>2</sup> At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

## DEFINITIONS

**Named User Plus:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained in the user minimum table in the licensing rules section: the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

**Processor:** shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by your third party users.

**Professional User:** is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

**Professional User - External:** is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users - External are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

**Employee User:** is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as employee users, but must be licensed as professional users.

**Non Employee User - External:** is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

**Application User:** is defined as an individual authorized by you to use the application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

**Application Read-Only User:** is defined as an individual authorized by you to run only queries or reports against application programs for which you have acquired Applications User licenses.

**Adapter:** is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Oracle programs.

**Annual Transaction Volume:** is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

**Case Report Form (CRF) Page:** is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

**Computer:** is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

**Cost of Goods Sold:** is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

**Employee:** is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.)

**Entry:** is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entities stored within the program on multiple servers are counted as a single entry.

**Expense Report:** is defined as the total number of expense reports processed by the Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

**Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by you to the field using the programs.

**FTE Student:** is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

**Hosted Named User:** is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**Invoice Line:** is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

**Module:** is defined as each production database running the programs.

**Order Line:** is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from us.

**Orders:** is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

**Person:** is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

**Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For Procurement, Purchase Lines are counted as all line items on an approved requisition created in Procurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same P.O.. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for Procurement could be a smaller number than for Purchasing Intelligence).

**RosettaNet Partner Interface Processes® (PIPs®):** are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

**Service Order Line:** is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

**Stockkeeping Unit (SKU):** is defined as an inventory item at a particular geographic location. For example, one product stocked at the plant and at six different distribution centers would represent seven SKUs.

**Subscriber:** is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider, or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

**Suite:** is defined as all the functional software components described in the product documentation.

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.

**Workstation:** is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

**\$M In Revenue:** is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

## GENERAL LICENSING RULES

### TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

- 4 Year Term: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
- 2 Year Term: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
- 1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

## ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Update Subscription Service to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Premium Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the internal Sales Support website at <http://marketing.us.oracle.com> and select Support Marketing.

### Update Subscription Service

Update Subscription Service is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription. Updates are 15% of list Perpetual license fees.

### Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetalink. Features of Metalink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Product Support is an annual fee and is priced at 7% of list perpetual license fees. Update Subscription Service is a prerequisite.

### Premium Support

Premium Support is designed to provide an enhanced level of support to Oracle customers. Premium Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Premium Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution. Contact your local Support Sales representative for Premium Support information and pricing.

### Incident Support

Incident Support is a web-based incident pack support model through which technical support is available in packages of 10 incidents at a cost of 1,800 USA (Dollar). This service is available for the following products, across all platforms:

- Oracle Database Standard Edition
  - Oracle Database Personal Edition
  - Oracle Database Lite
- Incident Server Support Packages provide incident-based web support for the following limited product sets:
- *Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):*
  - Oracle Database Enterprise Edition, Oracle Database Standard Edition, Partitioning, Real Application Clusters
  - *Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server):*
  - Internet Application Server Enterprise Edition, Internet Application Server Standard Edition

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to OracleMetalink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

### Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>

## ORACLE OUTSOURCING

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

### Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance. Customers must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar).

### Computer and Administration Services

Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar).

### Shared Services

Shared Services are system administration, application technology management, and monitoring activities for specified Oracle E-Business Suite applications. Shared Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Shared Services of 24,000 USA (Dollar) and minimum monthly net fees of 2,000 USA (Dollar).

**Attachment B to  
Modification #10 to  
Contract VA-991150-OC**



**E-Business Global Price List Supplement  
October 4, 2002**

## Included and Prerequisite Products

Certain Oracle products may need other Oracle products to be installed as a prerequisite for their operation. The following is a guide to products which are shipped with the license and products which require a separate license purchase. It is the responsibility of the Sales Representative and Contract Administrator to specify products included with a license but requiring separate order. Version numbers are indicated only where there is a specific license dependency.

Not all platforms have product availability in the same release.

Restricted Use licenses may be used only to run and install the licensed Program with which they are included. Specific restrictions for such licenses are described in the licensed Program's Documentation.

The "Networking Kit" provides all relevant networking software and any available protocol adapters.

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Oracle Database</b>		
Standard Edition	JServer Enterprise Edition, InterMedia, Enterprise Manager, Workflow, Advanced Queuing, Standard Management Pack, Objects Option, Networking Kit, Objects for OLE, Distributed Option, 64 Bit Option, ODBC Driver, and SQL*Plus, OCI. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	-
Enterprise Edition	JServer Enterprise Edition, InterMedia, Objects Option, Networking Kit, Objects for OLE, Advanced Replication Option, Distributed Option, Parallel Query Option, (including bitmap indexes and parallel bitmap-star query).  SQL*Plus, Visual Information Retrieval and Workflow. Also included are: Advanced Backup & Recovery, Queuing, Advanced, Connection Manager & Pooling, 64-bit option, MPI, OCI, ODBC Driver, Enterprise Manager and Enterprise backup utility. For OS/390 Implementation, use of either Access Manager for CICS or Access Manager for IMS/TM is included. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	-
Personal Edition	Networking kit, Objects for OLE, SQL*Plus, and ODBC driver. All options available with Oracle Database Enterprise Edition (except RAC).	-
Lite	Networking kit, ODBC driver and Oracle Database Lite Mobile Option.	Oracle Database Standard Edition or Oracle Database Enterprise Edition.
<b>Oracle Database Enterprise Edition Options:</b>		
Real Application Clusters	-	Oracle Database Enterprise Edition
Partitioning	Parallel DML, Parallel Index Scans	Oracle Database Enterprise Edition
OLAP	-	Oracle Database Enterprise Edition
Data Mining	-	Oracle Database Enterprise Edition
Spatial	-	Oracle Database Enterprise Edition
Advanced Security	Restricted Use : Oracle Internet Directory for the purpose of enterprise domains and user-schema mappings, enterprise users and roles.	Oracle Database Enterprise Edition
Label Security	-	Oracle Database Enterprise Edition
<b>Enterprise Managers:</b>		
Diagnostics Pack	-	Oracle Database Enterprise Edition
Tuning Pack	-	Oracle Database Enterprise Edition
Change Management Pack	-	Oracle Database Enterprise Edition
Management Pack for SAP R/3	-	Oracle Database Enterprise Edition
<b>Internet Application Server</b>		
TopLink	-	-
Standard Edition	TopLink, Portal  Restricted Use: (i) Oracle Internet Directory is provided for use with Oracle9iAS Single Sign-On and with other iAS components to provision, store and manage users and groups, their associated security credentials and privileges; to synchronize data with 3rd party directory services; and to store other component-specific metadata. (ii) Oracle9iAS Web Cache is provided only for use with Portal. (iii) The Oracle Database is provided for use with iAS Infrastructure for storing product metadata. Storing any other data in the Oracle9iAS Infrastructure database requires a full use license of the Oracle Database. (iv) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the iAS FAQ posted on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details	Please refer to Question #9-12 of the Oracle9i Application Server FAQ on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details
Enterprise Edition	Oracle Forms Services, Oracle Reports Services, TopLink, Portal, Discoverer Viewer, Discoverer Plus (Web Functionality), Internet Directory, Application InterConnect Toolkit, Workflow.  Restricted Use: (i) The Oracle Database is provided for use with iAS Infrastructure for storing product metadata. Storing any other data in the Oracle9iAS Infrastructure database requires a full use license of the Oracle Database. (ii) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the iAS FAQ posted on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details	Oracle Database Standard Edition. If Discoverer Plus and/or Discoverer Viewer are used then at least 1 copy of IDS is required. Please refer to Question #9-12 of the Oracle9i Application Server FAQ on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> for additional details.
<b>Internet Application Server Enterprise Edition Options:</b>		
Personalization	-	Internet Application Server Enterprise Edition
Wireless Option	-	Internet Application Server Enterprise Edition



LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Tools</b>		
Internet Developer Suite	Designer, Forms Developer, Reports Developer, JDeveloper, Business Components for Java, Discoverer Administration Edition, Warehouse Builder, SQL*Plus and 1 license of Discoverer Desktop Edition restricted to the Named User of IDS. Restricted Use: iAS Enterprise Edition restricted to testing and debugging the deployment of application developed with IDS, Oracle Database Enterprise Edition.	-
Discoverer Desktop Edition	-	Oracle Database Personal Edition, Oracle Database Standard Edition or Oracle Database Enterprise Edition. There needs to be at least 1 licensed copy of IDS.
JDeveloper	Restricted Use: iAS Enterprise Edition restricted to testing and debugging the deployment of application developed with JDeveloper. Oracle Database Enterprise Edition.	-
Programmer	Oracle Objects for OLE, Oracle precompilers & SQL Module (based on platform availability), ODBC and OCI, Access Manager for CICS and IMS/TM with Oracle Programmer on the OS/390 platform.	-
<b>Collaboration</b>		
Collaboration Suite	Files, Email, Email Server. Restricted use: Oracle9iAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running the Oracle Collaboration Suite	-
Files	Restricted use: Oracle9iAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running Files	-
Email	Email Server. Restricted use: Oracle9iAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running Email	-
<b>Other Server Products</b>		
Message Broker	Restricted Use: Oracle Database Enterprise Edition for use of Advanced Queuing and to support use of Internet Directory. Internet Directory to store OMB configuration information as well as queue and topic definitions	-
<b>Data Warehousing Products</b>		
Pure Name & Address (North America)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (Latin America)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (EMEA)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (APAC)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Express Server	Express Web Agent (with v6.0 and later of Express Server)	-
Express Analyzer	Express Web Publisher	Express Server
Express Objects	Express Web Publisher	Express Server. Express Analyzer for users of the deployed application.
<b>Integration Products</b>		
Open System Gateways	Open System Gateways include Oracle Transparent Gateways for MS SQL Server, Sybase, Rdb, Ingres, Informix, Teradata, and RMS. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Mainframe Integration Gateways	Mainframe Integration Gateways include Oracle Transparent Gateways for DB2. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Enterprise Integration Gateways	Enterprise Integration Gateways include Access Manager for AS/400, Procedural Gateway for MQ Series, APPC, Transparent Gateway for DB2/400 and IBM DRDA. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
EDA/SQL Gateways	Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
InterConnect Adapters	-	Internet Application Server Enterprise Edition
<b>Rdb Server Products</b>		
Rdb Enterprise Edition	Networking Kit, ODBC driver, Distributed Option, Replication Option, Parallel Query Option, 64-bit Option, and Rdb DataBase Integrator (DBI)	-
CODASYL DBMS	-	-
Rdb Server Options:	-	-
TRACE/Expert	-	Rdb Enterprise Edition or CODASYL DBMS
Power Utilities	Parallel Backup, Parallel Load	Rdb Enterprise Edition, Enterprise Manager DBAPack for Rdb
<b>Development, Query and Reporting Tools</b>		
Programmer for Rdb	Oracle Rdb and RDBPRE Precompilers. Rdb SQL Module, ODBC, OCI and Objects for OLE (Windows version only)	Rdb Enterprise Edition
RALLY	-	Rdb Enterprise Edition
CDD/ Repository	Full Use CDD/R license for developers only. Restricted Use: Rdb Server for CDD/R metadata	-
RALLY Client	-	Oracle RALLY
Enterprise Manager DBA Pack for Rdb	RMU GUI, GUI Performance Tuner, Power Utilities Monitor, and SQL/Services Monitor	Rdb Enterprise Edition
CDD/R Runtime	Restricted Use: Rdb Server for CDD/R metadata	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>All Oracle Applications</b> No modifications	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition, Programmer and IAS Enterprise Edition for the underlying technology as invoked by the unmodified E-Business Suite applications. Restricted Use: IDS for installing and configuring discoverer workbooks and end user layer content. Additionally, IDS for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only)	For computers receiving flat files or batch processes, Database Enterprise Edition for the total number of actual users or Processors
Modifications Implemented as Java programs which include Java that produces html interface or Java business logic  Modifications that require IDS or Discoverer Desktop Edition only (This includes creation/modification of reports, forms and workbooks)	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition and Programmer for the underlying technology as invoked by the unmodified E-Business Suite applications	1. JDeveloper for the total number of developers who are not licensed for IDS and are building Java Programs using JDeveloper that accesses the existing application schema 2. IDS or Discoverer Desktop Edition for the total number of developers who are performing these modifications 3. IAS EE for the total number of end users or Processors for which the modifications are deployed 4. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users 5. For computers receiving flat files or batch processes, Database Enterprise Edition for the total number of actual users or Processors
Modifications to the database (This includes adding/changing tables, columns, stored procedures and triggers)	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Diagnostic Pack restricted to the instance of the database where the application is run  (if there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack for the other database instances).	1. Database Enterprise Edition for the total number of actual users or Processors 2. IAS EE for the total number of end users or Processors for which the modifications are deployed 3. Programmer and IDS for the total number of developers who are performing these modifications 4. JDeveloper for the total number of developers who are not licensed for IDS and are building Java Programs using JDeveloper that accesses the existing application schema 5. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
The prerequisites in the modifications tables above must be added to the product level prerequisites listed below. For detailed rules, please consult the Customer Facing Document <i>Prerequisites</i> located on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a>		
<b>E-BUSINESS SUITE</b>		
<b>Component Applications</b>		
<b>Marketing</b>		
Marketing	Marketing Encyclopedia System, Marketing Intelligence	-
Trade Management	-	Marketing
<b>Sales</b>		
iStore	Restricted Use: iPayment	-
TeleSales	Sales Intelligence. Restricted Use: Quoting	-
Sales Online	Field Sales. Mobile Sales, Wireless Option for Sales, Sales Intelligence. Restricted Use: Oracle Database Lite	-
Quoting	-	-
Incentive Compensation	-	-
<b>Order Management and Logistics</b>		
Order Management	Bills of Material, Inventory, Shipping	-
Release Management	-	Order Management
Transportation	-	Order Management
Advanced Pricing	-	-
Configurator	Configurator Developer. Restricted use: Order Management (restricted to Inventory and Bills of Material for the purpose of setting up items and bills)	-
Mobile Supply Chain Applications	-	-
Warehouse Management	Mobile Supply Chain Applications	-
<b>Supply Chain Planning</b>		
Advanced Supply Chain Planning	-	-
Constraint Based Optimization	-	Advanced Supply Chain Planning
Inventory Optimization	-	-
Global Order Promising	-	-
Demand Planning	-	Express Server
Collaborative Planning	-	-
Supply Chain Intelligence	Process Manufacturing Intelligence, Discrete Manufacturing Intelligence, Manufacturing Intelligence. Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Process Manufacturing, or Discrete Manufacturing, or Order Management, or Advanced Supply Chain Planning
<b>Procurement</b>		
Purchasing	Public Sector Purchasing, Public Sector Purchasing (International), US Federal Purchasing, Supplier Scheduling	-
iProcurement	Purchasing Connect for TPN Register, Internet Procurement InterConnect for SAP R/3. Restricted use: Application InterConnect Toolkit, Message Broker, Purchasing.	-
Purchasing Intelligence	Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Purchasing
iSupplier Portal	-	Purchasing
Exchange Marketplace	-	-
Sourcing	-	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Manufacturing</b>		
Discrete Manufacturing	Bills of Material, Capacity, Cost Management, Engineering, Inventory, Master Scheduling/MRP, Quality, Work in Progress, Project Manufacturing	Project Billing and Project Costing for users of Project Manufacturing only
Flow Manufacturing	-	Discrete Manufacturing
Manufacturing Scheduling	-	Discrete Manufacturing
Process Manufacturing	Process Manufacturing Solution Bundle (System Module, Formula Management, Inventory Management, Sales Management, Quality Management, Material Requirement Planning, Master Production Scheduling, Laboratory Management, Cost Management, Production Management, Process Operations, Control, Manufacturing Accounting Controller, Process Manufacturing Regulatory Management)	-
<b>Maintenance Management</b>		
Enterprise Asset Management	-	-
<b>Service</b>		
iSupport	-	-
TeleService	Support, Customer Care, Service Intelligence, Customer Intelligence	-
Field Service	Service, Defect Management, Spares Management, Service Intelligence, Customer Intelligence	-
Advanced Scheduler	-	Field Service. May require NAVTECH spatial data that must be licensed from Navigation Technologies Inc. The data is currently available for the US, Canada, and Western Europe. Therefore, Advanced Scheduler may be sold only in these regions. Contact NAVTECH: In North America, at Oracle_navtech@navtech.com or +1.408.617.5121. In Europe, at Oracle_navtech@navtech.nl or 31 (0) 4-99-33-14-36
Wireless Option for Service	Restricted Use: Wireless Option for iAS Enterprise Edition	Field Service
Mobile Field Service	Restricted Use: Oracle Database Lite	Field Service
Depot Repair	-	-
<b>Contracts</b>		
Sales Contracts	Contracts Core, Contracts Intelligence	-
Service Contracts	Contracts Core, Contracts Intelligence	TeleService or Field Service
Project Contracts	Contracts Core, Contracts Intelligence	-
<b>Projects</b>		
Project Costing	Activity Management Gateway, Project Connect for Microsoft Project	-
Project Billing	-	Project Costing
Internet Time	-	Project Costing
Project Resource Management	-	-
<b>Product Lifecycle Management</b>		
Product Development	-	-
CADView-3D	-	-
<b>Financial</b>		
Financials	Assets, Cash Management, General Ledger, Payables, Receivables/Revenue Accounting, Global Consolidation System, Property Manager, CPG Trade Accounting, Public Sector Budgeting, Public Sector General Ledger, Public Sector Receivables, Public Sector Payables, U.S. Federal General Ledger, U.S. Federal Receivables, U.S. Federal Payables, Public Sector General Ledger (International), Public Sector Receivables (International), Public Sector Payables (International), Public Sector Assets (International)	-
Advanced Collections	-	Financials
Treasury	-	-
Financials & Sales Analyzers	Sales Analyzer, Financial Analyzer. The included products that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers	Express Server. The product prerequisites that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers
Internet Expenses	Restricted Use: Financials	-
iReceivables	-	-
Financials Intelligence	Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Financials or for existing applications customers, any of the individual applications now included in the Financials bundle, i.e. General Ledger, Assets
Activity Based Management	Activity Based Management Analyzer, SEM Exchange	-
Balanced Scorecard	Balanced Scorecard Developer	-
<b>Human Resources</b>		
Human Resources	-	-
Self-Service Human Resources		Human Resources
Payroll	Restricted Use: Human Resources	All sales of US and Canadian Payroll include delivery of the required Vertex Tax Calculation Module. Customer must enter a license agreement with Vertex for the tax maintenance subscription.
Time and Labor	Restricted Use: Human Resources	-
Advanced Benefits	Restricted Use: Human Resources	-
HR Intelligence	Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Human Resources
iRecruitment	Restricted Use: HR and HR Intelligence	-
Training Administration	-	-
iLearning	-	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Other</b>		
Customer Model	-	-
Customers Online	-	-
Customer Data Librarian	-	Customers Online
Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Self-Service Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
<b>Application Technologies</b>		
<b>Interaction Center</b>		
Advanced Inbound	IVR Integrator, Telephony Manager, Call Center Connectors, Call Center Technology, Interaction Blending, Interaction Center Intelligence	-
Advanced Outbound	Predictive, Campaign Plus, Interaction Center Intelligence	Advanced Inbound if telephony integration is required
Scripting	-	-
eMail Center	eMail Server, Interaction Center Intelligence	TeleService
<b>Vertical Applications</b>		
<b>Communications/Utilities</b>		
CRL Financial Management	-	Financials and Project Costing
Network Logistics (Network Asset Tracking)	Network Logistics - NATS	Order Management and Purchasing
Telco Provisioning	-	-
Number Portability	-	-
<b>Public Sector/University</b>		
Student System	-	-
Financial Aid	-	Student System
Student Recruiting	Marketing and TeleSales	-
Grants	Grants Accounting, Grants Proposal, Labor Distribution. Restricted use: Project Billing and Project Costing	-
<b>Financial Services</b>		
Performance Analyzer	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Transfer Pricing	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Transfer Pricing Online	-	Transfer Pricing
Budgeting and Planning	Restricted use: Risk Manager, Financials & Sales Analyzers (Financial Analyzer functionality only). Financial Data Manager	Oracle Database Enterprise Edition, Express Server, Partitioning
Risk Manager	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Financial Data Manager	Balance & Control, System Administrator, Portfolio Analyzer. Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Oracle Database Enterprise Edition, Partitioning
Financial Services Provisioning	-	-
<b>Health Care</b>		
Adverse Event Reporting System	-	Customer must enter a license agreement with Actuate for their Reporting Server
Clinical	Remote Data Capture	-
Distributed Study Conduct Option	-	Clinical
Remote Data Capture	Restricted Use: Clinical	-
Thesaurus Management System	-	-
Healthcare Transaction Base	-	Oracle Database Standard Edition or Enterprise Edition, iAS Standard Edition or Enterprise Edition
<b>High Tech</b>		
Shop Floor Management	-	Discrete Manufacturing
Supply Chain Trading Connector for RosettaNet	-	Order Management and Purchasing or iProcurement
<b>Aerospace, Defense and Transportation</b>		
Advanced Service Online	Configuration Management, Engineering Management	-
<b>EDUCATION SUBSCRIPTION</b>		
Learning Network	-	-
iLearning Subscription	-	-

## Product Migration Listings

When moving supported licenses from one operating system to another, the only cost associated with moving supported licenses from one operating system to another is the cost of the new CD Pack. If a CD Pack isn't available for a particular operating system, customers can contact Client Relations to see whether the product is available on the desired operating system. Shipping and media charges may apply.

### SERVER TECHNOLOGY

#### Pure Name Changes (for price holds)

##### Old Name

Darwin Data Mining Suite  
Darwin Deployment Pack  
Internet Application Server Wireless Edition  
Military Security  
Oracle 8  
Oracle8i Standard Edition  
Oracle 7 Server  
Oracle Server  
Oracle Server Enterprise Edition  
Oracle8i Enterprise Edition  
Oracle8i Enterprise Edition  
Oracle Lite  
Oracle8i Lite  
Oracle 8 Personal Edition  
Oracle 8i Personal Edition  
Payment Server  
Personal Oracle  
Portal-To-Go (Carrier Edition)  
Portal-To-Go (Enterprise Edition)  
Rdb Server

##### New Name

Data Mining Suite  
Data Mining Suite  
Wireless Option  
Label Security  
Oracle Database Standard Edition  
Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Lite  
Oracle Database Lite  
Oracle Database Personal Edition  
Oracle Database Personal Edition  
iPayment  
Oracle Database Personal Edition  
Internet Application Server Wireless Edition  
Internet Application Server Wireless Edition  
Rdb Enterprise Edition

#### Name and Functionality Changes

##### Old Product

Advanced Networking Option  
Express MDB  
Express/EIS(Developer)  
InterOffice Messaging Cartridge  
Oracle Internet Messaging  
Oracle Internet Messaging Hosted Edition  
Oracle Mail or Oracle Office  
Parallel Server  
Oracle Data Mining Suite

##### New Product

Advanced Security  
Express Server  
Express Objects  
Email restricted to Email Server  
Email restricted to Email Server  
Email restricted to Email Server  
Email restricted to Email Server  
Real Application Clusters (Net to Net migration rule applies)  
Data Mining Option

#### Bundling Changes

##### Old Product

Access Manager for AS/400  
Applications InterConnect Toolkit  
Business Components for Java  
Database Designer  
Designer  
Developer Server  
Developer/2000 Server (Windows 95)  
Discoverer Administration Edition  
Discoverer Plus  
Discoverer User Edition  
Discoverer Viewer  
Discoverer/2000  
  
Email Server  
Email Server (As part of IAS License)  
Enterprise Developer Suite  
Expert Option  
Forms Developer  
Forms Server  
Forms Services  
Hot Standby  
Internet Directory  
InterConnect Adapter for FTP  
JDeveloper Suite  
Management Pack for Oracle Applications  
Message Gateway/Agent Event Manager  
Message Manager Client  
Mobile Agents  
Mobile Agents Developers Kit  
Oracle Application Server Standard Edition  
Oracle Application Server Enterprise Edition  
Oracle CASE Designer  
Oracle CASE Dictionary  
Oracle DataBrowser  
Oracle Data Query  
Oracle DDE Manager  
Oracle Glue  
Oracle Objects for OLE  
Oracle Precompiler  
OWB Integrator for SAP  
Procedural Gateway for APPC  
Procedural Gateway for MQ Series  
Procedure Builder  
Professional Developer/2000  
Pure.Extract  
Pure.Integrate  
Reports Developer  
Reports Server  
Reports Services  
Server Kits  
SQL\*Connect to DB2  
SQL\*Connect to SQLDS  
SQL\*Forms  
SQL\*Menu  
SQL\*Reportwriter  
SQL\*Plus  
Times Series

##### Bundled into

Enterprise Integration Gateways (Restricted to the functionality of Access Manager for AS/400)  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Applications InterConnect Toolkit  
IDS (Internet Developer Suite). Restricted to the functionality of Business Components for Java  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer Server  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer/2000 Server - Windows 95  
IDS (Internet Developer Suite). Restricted to the functionality of Discoverer Administration Edition  
Discoverer Desktop Edition and IAS EE (Restricted to Discoverer Plus Web Functionality only)  
Discoverer Desktop Edition and IAS EE (Restricted to Discoverer Plus Web Functionality only)  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Discoverer Viewer  
Discoverer Desktop Edition and IAS EE restricted to Discoverer Plus Web functionality for each Discoverer/2000 and ONLY 1 IDS license restricted to Discoverer Admin Edition  
Email restricted to Email Server  
Email restricted to Email Server  
IDS (Internet Developer Suite). Restricted to the functionality of Enterprise Developer Suite  
Tuning Pack  
IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Server  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Services  
Rdb Enterprise Edition or CODASYL DBMS  
IAS (Internet Application Server) EE. Restricted to the functionality of Internet Directory  
TBD  
JDeveloper  
Any Oracle E-Business Suite Application licensed with a full use database includes a license for this pack  
Database Lite  
Database Lite  
Database Lite  
Database Lite  
IAS (Internet Application Server). Restricted to the functionality of Oracle Application Server Standard Edition  
IAS (Internet Application Server Enterprise Edition). Restricted to the functionality of Oracle Application Server Enterprise Edition  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
IDS (Internet Developer Suite). Restricted to the functionality of Designer  
Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purposes of testing, debugging and previewing.  
Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purposes of testing, debugging and previewing  
Programmer  
Programmer  
Programmer  
Programmer  
IDS (Restricted to the functionality of Warehouse Builder)  
Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for APPC)  
Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for MQ Series)  
IDS (Internet Developer Suite). Restricted to the functionality of Procedure Builder  
Database Personal Edition and IDS (IDS restricted to the functionality of Professional Developer/2000)  
IDS (Restricted to Oracle Warehouse Builder)  
IDS (Restricted to Oracle Warehouse Builder)  
IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Server  
IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Services  
Database Standard Edition or Database Enterprise Edition  
Mainframe Integration Gateways  
Mainframe Integration Gateways  
IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer  
IDS (IDS restricted to the functionality of SQL\*Plus)  
Bundled with Oracle Database Enterprise Edition as part of the SQL Analytics

Trace Option  
Transparent Gateway for DB2  
Transparent Gateway for DB2/400  
Transparent Gateway for IBM DRDA  
Transparent Gateway for Informix  
Transparent Gateway for Ingres  
Transparent Gateway for MS SQL Server  
Transparent Gateway for Rdb  
Transparent Gateway for RMS  
Transparent Gateway for Sybase  
Transparent Gateway for Teradata  
Warehouse Toolkit for PeopleSoft  
WebDB Enterprise Edition  
WebDB Standard Edition  
Warehouse Builder

#### Old Products

Data Mart Suite

Data Mart Suite, Sales & Marketing

Enterprise Manager Performance Pack  
Gateways (Mainframe)  
Gateways (Non-Mainframe)

Diagnostics Pack  
Mainframe Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2)  
Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2/400)  
Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for IBM DRDA)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for Informix)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for Ingres)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for MS SQL Server)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for Rdb)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for RMS)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for Sybase)  
Open System Gateways (Restricted to the functionality of Transparent Gateway for Teradata)  
IDS (Restricted to the functionality of Warehouse Builder)  
IAS SE (Restricted to the functionality of Portal)  
IAS SE (Restricted to the functionality of Portal)  
IDS (IDS restricted to the functionality of Warehouse Builder)

#### Split Into

License individual Products as: Oracle Database Enterprise Edition (32 Named User),  
IDS (2 Named User), Discoverer Desktop Edition (5 Named User), IAS (32 Named User).

License individual Products as: Oracle Database Enterprise Edition (32 Named User),  
IDS (2 Named User), Discoverer Desktop Edition (5 Named User), IAS (32 Named User),  
Financials & Sales Analyzers (32 Application Users), Express Server (32 Named User).

Diagnostics Pack and Tuning Pack  
Mainframe Integration Gateways and EDA/SQL Gateways (Restricted to the original component gateways)  
Open System Gateways, Enterprise Integration Gateways, EDA/SQL Gateways (Restricted to the original component gateways)

#### Obsolete Products (product is no longer supported and its functionality has been bundled into another product)

##### Obsolete Product

64 bit Option  
64 bit option for Rdb  
Advanced Replication Option  
ConText Cartridge  
CDD/Administrator  
DataBase Integrator  
Distributed Option  
Distributed Option for Rdb  
Expert Performance Tuner Client  
ExpressView  
Image Cartridge  
InterMedia  
Internet Commerce Cartridge  
Internet Commerce Server  
JServer Enterprise Edition  
MPI Protocol Adapter  
multidimension option  
MVS Client Bundle  
Objects Option  
ODBC Driver  
Oracle Database Lite Mobile Option  
Oracle MultiProtocol Interchange  
Oracle ODBC Driver for Rdb  
Oracle Rdb Remote Client  
Oracle Rdb SQL Module  
Oracle Rdb SQL Precompiler  
Oracle RDBPRE Precompiler  
Oracle RDML Precompilers  
Oracle SQL/Services  
Oracle TextServer3  
Oracle Unified Messaging  
Parallel Query Option  
Parallel Query Option for Rdb  
Performance Data Option  
Personal Oracle7 Enterprise Edition  
Personal Express  
Protocols  
Pure Name & Address (US)  
Pure Name & Address (Canada)  
Geocode  
Replication Option for Rdb  
Server Manager  
SQL\*Module  
SQL\*Net  
SQL\*Net/DCE  
SQL\*TextRetrieval  
SQL\*VDM  
Standard Management Pack  
TextServer3 Option  
Time Series  
Transparent Gateway for ODBC  
Trusted Oracle Enterprise Edition  
Video Cartridge  
Visual Information Retrieval  
Webserver Option for Rdb  
Workflow Enterprise Edition  
Workflow Standard Edition

##### Bundled Into

Oracle Database Enterprise Edition  
Rdb Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
CDD/Repository  
Rdb Enterprise Edition  
Oracle Database Enterprise Edition  
Rdb Enterprise Edition  
TRACE/Expert  
Express Analyzer  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
iStore  
iStore  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Programmer  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition, IDS  
Oracle Database Lite  
Oracle Database Enterprise Edition  
Rdb Enterprise Edition  
Rdb Enterprise Edition  
Programmer for Rdb  
Programmer for Rdb  
Programmer for Rdb  
Programmer for Rdb  
Rdb Enterprise Edition  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Email Server  
Oracle Database Enterprise Edition  
Rdb Enterprise Edition  
TRACE/Expert  
Oracle Database Enterprise Edition  
Express Server  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Pure Name & Address (North America)  
Pure Name & Address (North America)  
Pure Name & Address (North America)  
Rdb Enterprise Edition  
Oracle Database Enterprise Edition  
Programmer  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Advanced Security  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Oracle Database Personal Edition  
Oracle Database Standard Edition  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Generic Connectivity using ODBC in the Oracle Database  
Oracle Database Enterprise Edition and Label Security  
Oracle Database Standard Edition, Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Rdb Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Standard Edition

#### Products Without Migration (product is still supported but not migration is offered)

ADW Sales Analysis Collection Pack  
InterOffice Document Cartridge  
InterOffice Gateways  
MHS Gateway  
ODBC Access to Non-Relational Data for Rdb  
PROFS Gateway  
Proxy Server  
SESAM Gateway  
Transparent Gateway Toolkit  
TurboImage Gateway  
Video Server  
Replication Services

**Pure Name Changes (for price holds)**Old Name

Activa  
Collections  
CRL Network Logistics  
CRM Data Model  
CRM Foundation  
Call Center Intelligence  
Data Librarian  
Global ATP Server  
Grants Management  
Internet Procurement  
Internet Receivables  
Internet Supplier Portal  
Marketing Online  
Process Manufacturing Solution Bundle  
Product Development Hub  
Product Development Exchange  
Risk Optimization  
Sales Compensation  
Scheduler  
SDP Number Portability  
SDP Provisioning  
Self-Service Expenses  
Self-Service Time  
Self-Service Purchasing  
Self-Service Suppliers  
SellingPoint Developer  
Service Online  
Supply Chain Exchange  
Supply Chain Hub  
Transportation Hub  
Transportation Exchange

New Name

Activity Based Management  
Advanced Collections  
Network Logistics (Network Asset Tracking)  
Customer Model  
Customer Model  
Advanced Inbound and Advanced Outbound  
Customer Data Librarian  
Global Order Promising  
Grants Accounting  
iProcurement  
iReceivables  
iSupplier Portal  
Marketing  
Process Manufacturing  
Product Development  
Product Development  
Inventory Optimization  
Incentive Compensation  
Advanced Scheduler  
Number Portability  
Provisioning  
Internet Expenses  
Internet Time  
iProcurement  
iSupplier Portal  
Configurator Developer  
Field Service  
Collaborative Planning  
Collaborative Planning  
Transportation  
Transportation

**Name and Functionality Changes**Old Product

Applications Display Manager  
Automotive Foundation  
Balanced Scorecard Architect  
CTI Middleware  
ERP Integration Extension to OIC  
iBill & Pay  
iMarketing  
Industrial Billing  
Maintenance, Repair & Overhaul (MRO) Bundle  
Market Manager for Industries  
Marketing for Communications  
OpenWeb  
Oracle Commissions  
Oracle Internet Commerce  
Order Entry  
Product Configurator  
Project Analysis Collection Pack  
Projects  
Revenue Accounting for Communications  
SDP Activation  
Service for Communications  
Supply Chain Planning  
TeleBusiness for Financial Services  
TeleBusiness for Telecom / Utilities  
Time Management  
Web Suppliers

New Product

Oracle Applications Release 10SC  
Release Management  
Balanced Scorecard Developer  
(Eliminated)  
(Eliminated)  
(To Be Determined)  
Marketing  
(Eliminated)  
Advanced Service Online  
Marketing  
Marketing  
iStore  
Incentive Compensation  
iStore  
Order Management  
Configurator  
Project Intelligence (estimated availability: fiscal Q2, 2003)  
Project Costing  
(To Be Determined)  
Provisioning  
TeleService  
Advanced Supply Chain Planning  
TeleSales  
TeleSales  
Time and Labor  
iSupplier Portal

**Bundling Changes**Old Product

Activity Based Management Analyzer  
Activity Management Gateway  
Advanced Marketing Online  
Alert  
Assets  
Balanced Scorecard Developer  
Bills of Material  
Call Blending  
Call Center Integration  
Campaign Plus  
Capacity  
Cash Management  
Collateral Fulfillment  
Configurator Developer  
Contracts Intelligence  
Cost Management  
CPG Trade Accounting  
Customer Care  
Customer Intelligence  
Customer Service  
Discrete Manufacturing Intelligence  
Dispatch  
EDI Gateway  
eCommerce to Call Center Integration  
Engineering  
Field Sales  
Field Sales Online  
Financial Analyzer  
Financial Data Manager  
FTI Integration to GL  
General Ledger  
Global Consolidation System  
Grants Accounting  
Grants Proposal  
iMeeting  
Insight

Bundled Into

Activity Based Management  
Projects Costing  
Marketing  
Included in all Oracle Applications  
Financials  
Balanced Scorecard  
Discrete Manufacturing or Order Management  
Advanced Inbound  
Customer Model  
Advanced Outbound  
Discrete Manufacturing  
Financials  
Customer Model  
Configurator  
Sales Contracts, Service Contracts, and Project Contracts  
Discrete Manufacturing  
Financials  
TeleService  
TeleService and Field Service  
TeleService  
Supply Chain Intelligence  
Field Service  
Included in all Oracle Applications  
Customer Model  
Discrete Manufacturing  
Sales Online  
Sales Online  
Financials & Sales Analyzers  
Performance Analyzer, Transfer Pricing, Budgeting & Planning and Risk Manager. Financial Data Manager is also being sold as a stand-alone product  
Financials  
Financials  
Financials  
Grants  
Grants  
Collaboration Suite  
Advanced Inbound and Advanced Outbound

Interaction Blending	Advanced Inbound
Interaction Center Intelligence	Advanced Inbound, Advanced Outbound, and eMail Center
Internet Procurement InterConnect for SAP R/3	iProcurement
Inventory	Discrete Manufacturing or Order Management
iPayment	iStore
IVR Integrator	Advanced Inbound
Labor Distribution	Grants
Manufacturing Intelligence	Supply Chain Intelligence
Marketing Intelligence	Marketing
Master Scheduling/MRP	Discrete Manufacturing
Mobile Sales	Sales Online
OpenTel	Advanced Inbound (as Connectors)
Operations Intelligence	Supply Chain Intelligence
Oracle Sales	Sales Online
Oracle Sales & Marketing	Sales Online
Oracle Work in Process	Discrete Manufacturing
Payables	Financials
Predictive	Advanced Outbound
Process Manufacturing Cost Analyzer	Supply Chain Intelligence
Process Manufacturing Intelligence	Supply Chain Intelligence
Process Manufacturing Regulatory Management	Process Manufacturing
Project Connect	Project Costing
Project Connect for Microsoft Project	Project Costing
Project Manufacturing	Discrete Manufacturing
Property Manager	Financials
Public Sector Budgeting	Financials
Public Sector Financials	Financials
Public Sector Financials (International)	Financials
Public Sector Purchasing	Purchasing
Public Sector Purchasing (International)	Purchasing
Purchasing Connect for TPN Register	iProcurement
Quality	Discrete Manufacturing
Receivables/Revenue Accounting	Financials
Report Manager	Included in all Oracle Applications
Rights Contracts	Service Contracts
Sales Analyzer	Financials & Sales Analyzers
Sales Intelligence	TeleSales and Sales Online
SellingPoint Developer	Configurator
SEM Exchange	Activity Based Management
Service	Field Service
Service Intelligence	TeleService and Field Service
Shipping	Order Management
Spares Management	Field Service
Supplier Scheduling	Purchasing
Telephony Manager	Advanced Inbound
Tutor for Discrete Manufacturing	Tutor for Applications
Tutor for Financials	Tutor for Applications
Tutor for Human Resources	Tutor for Applications
Tutor for Order Management	Tutor for Applications
Tutor for Payroll	Tutor for Applications
Tutor for Projects	Tutor for Applications
Tutor for Purchasing	Tutor for Applications
Tutor for Time Management	Tutor for Applications
Tutor for Training Administration	Tutor for Applications
Tutor Tool	Tutor for Applications
U.S. Federal Financials	Financials
U.S. Federal Purchasing	Purchasing
Web Customers	iStore or iSupport, but not both
Wireless Option for Sales	Sales Online
Work in Progress	Discrete Manufacturing

#### Old Product

Capital Resource Logistics  
Contracts  
Personal Time and Expense  
Project Time & Expense  
Provisioning  
SellingPoint  
SellingPoint Internet Edition  
SellingPoint Mobile Configurator  
Unified Agent  
Web Employees

#### Split into

Financials and Project Costing  
Service Contracts or Sales Contracts  
Internet Time and Internet Expenses  
Internet Time and Internet Expenses  
Telco Provisioning and Financial Services Provisioning  
Configurator and either Sales Online or TeleSales  
Configurator and either Sales Online or TeleSales  
Configurator and either Sales Online or TeleSales  
TeleSales, Sales Online, TeleService and Field Service  
Self Service HR, iProcurement and Internet Expenses

#### Products Without Migration (product is still supported but not migration is offered)

Customer Householding  
Media Interactive  
Partners Online  
Personal Active  
Personal Activity Based Management  
Quality Online

The Product Migration listing is not a complete list of migrations and is subject to change without notice.



Attachment C to  
Modification #10 to  
Contract VA-991150-OC

## Oracle E-Business Migration Matrix

**Effective Date: 06-SEP-2002**

*This matrix applies to all licenses purchased pursuant to any Oracle Price List prior to the e-business price list effective June 15, 2001, and to any Named User licenses purchased pursuant to any Oracle Price List prior to the e-business price list effective September 6, 2002.*

### Technology

<b>METRIC MIGRATION FROM:</b>	<b>TO: PER PROCESSOR</b>	<b>TO: NAMED USER PLUS</b>
Named User - Order Form	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Single Server	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Multi Server	150:1	1:1 Charge for additional users if license minimums are not met.
Named User	150:1	1:1 Charge for additional users if license minimums are not met.
Concurrent Device - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.
Concurrent Device - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	75:1	1:2 Charge for additional users if license minimums are not met.
Concurrent User - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.

Concurrent User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	75:1	1:2 Charge for additional users if license minimums are not met.
Developer - Network License	N/A	1:1
Developer - Order Form	N/A	1:1
Per Processor	1:1	N/A
Universal Power Unit	1000:1	N/A
Power Unit - Intel	1000:1	N/A
Power Unit - RISC	650:1	N/A
Power Unit	650:1	N/A
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.

### Technology Notes

1. Migration Matrix applies to all Full Use and Deployment licenses. The migrated licenses will be Full Use.
2. If migrating Application Specific licenses:  
Option #1 -- If maintaining App Specific license restriction, use the applicable migration metric.  
Option #2 -- If not maintaining App Specific license restriction use the migration metric for "Exceptions".
3. Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceeds list of new pricing configuration.
4. The Technology migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement. In the event of a conflict between this document and the E-Business Global Price List Supplement, the information in the E-Business Global Price List Supplement supersedes the information in this document.
5. If the migration results in a fraction, standard rounding rules apply. e.g. 1500 UPU's rounds up to 2 Processor and 1499 UPU's rounds down to 1 Processor.
6. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact Oracle for instruction.

## Applications

<b>METRIC MIGRATION FROM:</b>	<b>TO: APPLICATION USER</b>	<b>TO: APPLICATION USER READ - ONLY</b>	<b>TO: OTHER LICENSE TYPES</b>
Named User	1:1	N/A	N/A
Concurrent Device	1:2	N/A	N/A
Concurrent User	1:2	N/A	N/A
Read - Only	N/A	1:1	N/A
Casual User	N/A	1:1	N/A
Processor	N/A	N/A	If to Processor, 1:1
Commissioned Agent	N/A	N/A	If to Compensated Individual, 1:1
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.	N/A	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.

### Applications Notes

1. Primary Usage Concept still applies.
2. The Application migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement. In the event of a conflict between this document and the E-Business Global Price List Supplement, the information in the E-Business Global Price List Supplement supersedes the information in this document.
3. Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceed list price of new pricing configuration.
4. Applies to licenses sold under an Order Form or Network License (or other multi-server license agreement, including NUA/PUA and NSO).
5. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact Oracle for instruction.



**Attachment D to  
Modification #10 to  
Contract VA-991150-OC**

**License Definitions and Rules**

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

**Definitions and License Metrics**

**Adapter:** is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Oracle Programs.

**\$M Annual Transaction Volume:** is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by Customer and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

**\$M Annual Transportation Spend:** is defined as one million U.S. dollars in all transportation and logistics service purchase orders, auctions and Request for Quotes (RFQs) conducted through the Oracle Transportation by Customer and others during the applicable year. Auctions and RFQs must be counted regardless of whether the auction or RFQ results in a purchase order; if an auction or RFQ results in a purchase order it shall only be counted toward the Annual Transportation Spend once. If the Annual Transportation Spend is unknown to Customer, then the Annual Transportation Spend shall be equal to 15% of total company revenue.

**Application User:** is defined as an individual authorized by Customer to use the application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

**Application Read-Only User:** is defined as an individual authorized by Customer to run only queries or reports against application Programs for which Customer has acquired Application User licenses.

**Case Report Form (CRF) Page:** is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. Customer may not exceed the licensed number of CRF Pages during any 12 month period unless Customer acquire additional CRF Page licenses from Oracle.

**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.

**Computer:** is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.

**\$M Cost of Goods Sold:** is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.

**Education Prepaid Credit (EPPC):** may be used to acquire education products (excluding Oracle Tutor and Oracle iLearning) and services, at the list price and under the terms specified in the Oracle University online catalogue, posted at <http://www.oracle.com/education>, at the time such products or services are ordered. An EPPC is valid for 12 months from the date the EPPC is ordered and any unused EPPC may expire at the end of the term. Customer may be required to execute standard Oracle ordering materials when using an EPPC to order education products or services.

**Employee:** is defined as an active employee of Customer. *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.)*

**Employee User:** is defined as an individual authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Customer's human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, Customer's technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

**Entry:** is defined as a unique item (e.g., object, person, entity or item of information) stored within the Programs. Replicated entries stored within the Program on multiple servers are counted as a single entry.

**Expense Report:** is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.

**Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by Customer to the field using the Programs.

**Full Time Equivalent (FTE) Student:** is defined as any full-time student enrolled in Customer's institution and any part-time student enrolled in Customer's institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Customer's policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

**Hosted Named User:** is defined as an individual authorized by Customer to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**iLearning Subscription:** is defined as a web based learning environment that is made available to Customer subject to the terms of this agreement and Oracle's iLearning Access Policies. Oracle's iLearning Access Policies are located at [http://www.oracle.com/applications/ilearning/index.html?il\\_access.html](http://www.oracle.com/applications/ilearning/index.html?il_access.html), and may be updated by Oracle from time to time without notice to Customer.

**Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops**

Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies are located at: <http://www.oracle.com/consulting/policies/index.html?content.html>, and are subject to change.

**Invoice Line:** is defined as the total number of invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.

**Module:** is defined as each production database running the Programs.

**Named User Plus:** is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.

**Non Employee User - External:** is defined as an individual, who is not Customer's employee, contractor or outsourcer, authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

**OFD Agreement:** is an agreement between Customer and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Customer's order.

**Oracle Learning Network (OLN):** OLN is a web based learning environment that is made available to Customer subject to the terms of the Agreement and Oracle's OLN Hosting Access Policies. Oracle's OLN Hosting Access Policies are located at [http://www.oracle.com/education/oln/index.html?oln\\_policies.html](http://www.oracle.com/education/oln/index.html?oln_policies.html), and may be updated by Oracle from time to time without notice to Customer.

**Order Line:** is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.

**Orders:** is defined as the total number of distinct orders for all Programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. Customer may not exceed the licensed number of orders during any 12 month period.

**Partner User:** is defined as an individual authorized by Customer to use the Oracle Partners Online program which is installed on a single server or on multiple servers regardless of whether the individual is actively using the Oracle Partners Online program at any given time.

**Person:** is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

**Primary Usage:** is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such Application User is counted only once based on primary usage. Customer must specify how many Application Users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application Programs listed above for which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.

**Processor:** shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a Processor basis may be accessed by Customer's internal users (including agents and contractors) and by third party users.

**Professional User:** is defined as an individual authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these Programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

**Professional User – External :** is defined as an individual, who is not Customer's employee, contractor or outsourcer, authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users – External are allowed to manually enter orders directly into these Programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

**Program Documentation:** is defined as the program user manual and program installation manuals.

**Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition

created in iProcurement. For iSupplier Portal and Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through each of those applications. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses from Oracle. Customer may acquire a different number of Purchase Line licenses for each program (the number of Purchase Lines for iProcurement could be a smaller number than for iSupplier Portal).

**\$M in Revenue:** is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by Customer during a fiscal year.

**Service Order Line:** is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. Customer may not exceed the licensed number of Service Order Lines during any 12 month period unless Customer acquires additional Service Order Line licenses from Oracle.

**Student:** is defined as any named user enrolled in the University.

**Subscriber:** is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by Customer for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Customer's business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of Customer's gross annual revenue as reported to the SEC in Customer's annual report or the equivalent accounting or reporting document.

**Suite:** is defined as all the functional software components described in the product documentation.

#### **Technical Reference Manuals**

Technical Reference Manuals ("TRMs") are Oracle's confidential information. Customer shall use the TRMs solely for Customer's internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. Customer shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. Customer shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. Customer agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as Customer exercises to safeguard the confidentiality of Customer's most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Customer's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Customer's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Customer's employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Customer's premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to Customer "as-is" without any warranty of any kind. Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable TRMs.

#### **Technical Support**

For purposes of the ordering document, technical support consists of Updates Subscription Service, Product Support and/or other annual technical support services Customer may have ordered. If ordered, annual technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change and may contain additional terms, and Customer should review the policies prior to entering into the ordering document for the applicable services. Customer may access the current version of the technical support policies at <http://oracle.com/support/index.html?policies.html>. Technical support acquired with Customer's order may be renewed annually and for the initial two renewal years the technical support fee will not increase by more than 4% over the prior year's fees. If Customer's order is fulfilled by a partner, the technical support fee for the first renewal year will be based on Oracle's then current renewal policy for partner licenses; the technical support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If Customer decides to maintain technical support for some but not all of the licenses within a license set, Customer may be required to terminate the licenses for which technical support has lapsed.

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.

**Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

#### **Term Designation**

If Customer's Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

**1, 2, 3, 4, 5 Year Terms:** A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the Effective Date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

**1 Year Hosting Term:** A Program license specifying a 1 Year Hosting Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

**1 Year Oracle Hosted Term:** A Program license specifying a 1 Year Oracle Hosted Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

**1 Year Subscription:** A Program license specifying a 1 Year Subscription shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

#### **Licensing Rules**

Customer is responsible for ensuring that the following user minimums are maintained per Program that Customer licenses per Named User Plus:

<b>Program</b>	<b>Named User Minimum</b>
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor

Customer is responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processors.
- The number of Enterprise Edition option licenses, Enterprise Manager licenses and Rdb Server option licenses must match the number of licenses of the associated database.
- The number of Internet Application Server Enterprise Edition option licenses must match the number of licenses of the associated Internet Application Server.



**Attachment E to  
Modification #10 to  
Contract VA-991150-OC**

**ORACLE**

**E-Business Global Price List - Outsourcing**  
October 4, 2002

## Oracle Database

## Database Products

Named User Plus License	Administration Services	Computer and Admin. Services	Processor License	Administration Services	Computer and Admin. Services
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<b>Oracle Database</b>					
Standard Edition <sup>5,7</sup>	300	9.00	15.00	15,000	450.00
Enterprise Edition <sup>7,8</sup>	800	24.00	40.00	40,000	1,200.00
Personal Edition	400	12.00	20.00	-	-
Lite	100	3.00	5.00	-	-
<b>Enterprise Edition Options: <sup>2</sup></b>					
Real Application Clusters <sup>7</sup>	400	12.00	20.00	20,000	600.00
Partitioning <sup>7</sup>	200	6.00	10.00	10,000	300.00
OLAP	400	12.00	20.00	20,000	600.00
Data Mining	400	12.00	20.00	20,000	600.00
Spatial	200	6.00	10.00	10,000	300.00
Advanced Security	200	6.00	10.00	10,000	300.00
Label Security	200	6.00	10.00	10,000	300.00
<b>Enterprise Managers: <sup>2</sup></b>					
Diagnostics Pack	60	1.80	3.00	3,000	90.00
Tuning Pack	60	1.80	3.00	3,000	90.00
Change Management Pack	60	1.80	3.00	3,000	90.00
Management Pack for SAP R/3	60	1.80	3.00	3,000	90.00
<b>Internet Application Server <sup>1</sup></b>					
TopLink	140	4.20	7.00	7,000	210.00
Standard Edition <sup>7</sup>	200	6.00	10.00	10,000	300.00
Enterprise Edition	400	12.00	20.00	20,000	600.00
<b>Internet Application Server Enterprise Edition Options: <sup>3</sup></b>					
Personalization	200	6.00	10.00	10,000	300.00
Wireless Option	200	6.00	10.00	10,000	300.00
<b>Tools</b>					
Internet Developer Suite	5,000	150.00	250.00	-	-
Discoverer Desktop Edition	1,000	30.00	50.00	-	-
JDeveloper	995	29.85	49.75	-	-
Programmer	1,000	30.00	50.00	-	-
<b>Collaboration</b>					
Collaboration Suite <sup>6</sup>	60	6.00	10.00	-	-
Perpetual License	15	6.00	10.00	-	-
1 Year Subscription License	45	5.00	8.00	-	-
Perpetual License	11	5.00	8.00	-	-
1 Year Subscription License	45	5.00	8.00	-	-
Perpetual License	11	5.00	8.00	-	-
1 Year Subscription License	45	5.00	8.00	-	-
Email <sup>6</sup>	11	5.00	8.00	-	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle Database

	Named User Plus License	Administration Services	Computer and Admin. Services	Processor License	Administration Services	Computer and Admin. Services
<b>Other Server Products</b>						
Message Broker <sup>1</sup>	200	6.00	10.00	10,000	300.00	500.00
<b>Data Warehousing Products</b>						
Pure Name & Address (North America)	-	-	-	20,000	600.00	1,000.00
Pure Name & Address (Latin America)	-	-	-	20,000	600.00	1,000.00
Pure Name & Address (EMEA)	-	-	-	20,000	600.00	1,000.00
Pure Name & Address (APAC)	-	-	-	20,000	600.00	1,000.00
Express Server	800	24.00	40.00	40,000	1,200.00	2,000.00
Express Analyzer	800	24.00	40.00	-	-	-
Express Objects	5,000	150.00	250.00	-	-	-
<b>Integration Products</b>						
Open System Gateways	-	-	-	15,000	450.00	750.00
Mainframe Integration Gateways	-	-	-	95,000	2,850.00	4,750.00
Enterprise Integration Gateways	-	-	-	35,000	1,050.00	1,750.00
EDASQL Gateways	-	-	-	120,000	3,600.00	6,000.00
Each Additional EDASQL Driver	-	-	-	60,000	1,800.00	3,000.00
InterConnect Adapters <sup>4</sup>	30,000	900.00	1,500.00	-	-	-

<sup>1</sup> If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.

<sup>2</sup> Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.

<sup>3</sup> Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server.

<sup>4</sup> InterConnect Adapters are licensed per Adapter. The package contains the following adapters: PeopleSoft, SAP, CICS, Siebel & JD Edwards.

<sup>5</sup> Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

<sup>6</sup> 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Update Subscription when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Update Subscription and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Update Subscription, and Product Support fees. Additional discounting requires HQAPP approval, no exceptions. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products.

<sup>7</sup> 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.

<sup>8</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Rdb Products	Oracle Rdb					Prices in USA (Dollar)	
	Named User Plus License	Administration Services	Computer and Admin. Services	Processor License	Administration Services	Computer and Admin. Services	Processor License
<b>Rdb Server Products</b> <sup>1</sup>							
Rdb Enterprise Edition	800	-	-	40,000	-	-	-
CODASYL DBMS	800	-	-	-	-	-	-
<b>Rdb Server Options:</b>							
TRACE/Expert <sup>2,3</sup>	100	-	-	5,000	-	-	-
Power Utilities <sup>2</sup>	200	-	-	10,000	-	-	-
<b>Rdb Development, Query and Reporting Tools</b>							
Programmer for Rdb <sup>4</sup>	1,000	-	-	-	-	-	-
RALLY	5,000	-	-	-	-	-	-
CDD/ Repository	5,000	-	-	-	-	-	-
RALLY Client	600	-	-	-	-	-	-
Enterprise Manager DBA Pack for Rdb	-	-	-	200	-	-	-
CDD/R Runtime <sup>5</sup>	-	-	-	5,000	-	-	-

<sup>1</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

<sup>2</sup> Rdb Server Options must match the number of licenses of the associated database.

<sup>3</sup> TRACE/Expert may also be licensed with CODASYL DBMS.

<sup>4</sup> Oracle precompilers supported via SQL\*Net for Rdb for use across Oracle & Rdb Servers.

<sup>5</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite - Applications Suite

E-Business Suite Professional	License Price	Administration Services	Computer and Admin. Services	Licensing Metric	Minimum
E-Business Suite Professional User	4,000	120.00	200.00	Professional User	10% <sup>11</sup>
E-Business Suite Professional User (external usage)	1,000	30.00	50.00	Professional User - External	1

Module	Application
Marketing	Marketing, Trade Management
Sales	TeleSales, Sales Online, Quoting, Incentive Compensation
Order Management and Logistics	Order Management (internal orders only <sup>13</sup> ), Advanced Pricing (internal orders only <sup>13</sup> ), Configurator, Mobile Supply Chain Applications, Warehouse Management
Procurement	Purchasing, Purchasing Intelligence, iSupplier Portal
Manufacturing	Discrete Manufacturing, Flow Manufacturing, Process Manufacturing
Maintenance Management	Enterprise Asset Management
Service	iSupport (support personnel and managers), TeleService, Field Service, Advanced Scheduler, Wireless Option for Service, Mobile Field Service, Depot Repair
Contracts	Sales Contracts, Service Contracts, Project Contracts
Projects	Project Costing, Project Billing, Project Resource Management
Product Lifecycle Management	CADView-3D
Financial	Financials, Advanced Collections, Treasury, Financials & Sales Analyzers, Financials Intelligence
HR Applications	Human Resources, Self-Service HR (HR personnel and managers), Advanced Benefits, HR Intelligence
Interaction Center	Advanced Inbound, Advanced Outbound, Scripting, eMail Center
Other	Customer Model, Customer Data Librarian
Employee	iProcurement, iSupport (non-support personnel), Internet Time, Internet Expenses, iReceivables, Self-Service HR (non-HR personnel), Training Administration, Customers Online

E-Business Suite Employee	License Price	Administration Services	Computer and Admin. Services	Licensing Metric	Minimum
E-Business Suite Employee User	400	12.00	20.00	Employee User	10% <sup>11</sup>
E-Business Suite Non Employee User (external usage)	100	3.00	5.00	Non Employee User - External	1

Module	Application
Employee	iProcurement, iSupport (non-support personnel), Internet Time, Internet Expenses, iReceivables, Self-Service HR (non-HR personnel), Training Administration, Customers Online

## Oracle E-Business Suite - Applications Suite

## E-Business Suite Add-Ons

## Electronic Orders

(Store, Order Management, Release Management, Advanced Pricing, Configurator, Purchasing)

No. of Orders per year	License Price	Admin Services	Comp & Admin Svcs	License Price	Admin Services	Comp & Admin Svcs
1 - 12,500	25,000	300.00	500.00			
12,501 - 100,000	25,000	300.00	500.00 +	2.00	0.0240	0.0400 x No. of Orders over 12,500
100,001 - 1,000,000	200,000	2,400.00	4,000.00 +	1.00	0.0120	0.0200 x No. of Orders over 100,000
1,000,001 - 5,000,000	1,100,000	13,200.00	22,000.00 +	0.5000	0.0060	0.0100 x No. of Orders over 1,000,000
5,000,001 or more	3,100,000	37,200.00	62,000.00 +	0.1000	0.0012	0.0020 x No. of Orders over 5,000,000

	License Price	Administration Services	Computer and Admin. Services	Licensing Metric	Minimum
Advanced Supply Chain Planning	1,500	45.00	75.00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	11.25	18.75	\$M Cost of Goods Sold	60
Inventory Optimization	750	22.50	37.50	\$M Cost of Goods Sold	60
Global Order Promising	300	9.00	15.00	\$M Cost of Goods Sold	60
Demand Planning <sup>10,14</sup>	600	18.00	30.00	\$M Cost of Goods Sold	60
Collaborative Planning	500	15.00	25.00	\$M Cost of Goods Sold	60
Supply Chain Intelligence	3,995	119.85	199.75	Application User	10
Sourcing <sup>10</sup>	20,000	600.00	1,000.00	Application User	5
Exchange Marketplace <sup>6</sup>	5,000	150.00	250.00	\$M Annual Transaction Volume	300
Manufacturing Scheduling <sup>12</sup>	1,495	44.85	74.75	Application User	10
Activity Based Management	95	2.85	4.75	Employee	500
Balanced Scorecard	95	2.85	4.75	Employee	500
Payroll	60	0.7200	1.20	Person	500
Time and Labor	35	0.4200	0.7000	Person	100
iRecruitment <sup>14</sup>	50	0.6000	1.00	Person	500
Tutor for Applications <sup>5</sup>	495	14.85	24.75	Application User	5
Self-Service Tutor for Applications <sup>5</sup>	20	0.6000	1.00	Employee	5
iLearning	30	0.9000	1.50	Trainee	100

## Vertical applications (see page 9 for pricing information)

Module	Application
Communications/Utilities	CRL Financial Management, Network Logistics (Network Asset Tracking), Telco Provisioning, Number Portability
Public Sector/University	Student System, Financial Aid, Student Recruiting, Grants
Financial Services	Performance Analyzer, Transfer Pricing, Transfer Pricing Online, Budgeting and Planning, Risk Manager, Financial Data Manager, Financial Services Provisioning
Health Care	Adverse Event Reporting System, Clinical, Distributed Study Conduct, Remote Data Capture, Thesaurus Management System, Healthcare Transaction Base
High Tech	Shop Floor Management, Supply Chain Trading Connector for RosettaNet
Aerospace, Defense and Transportation	Advanced Service Online

1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite - Component Applications

Component Applications	License Price	Administration Services	Computer and Admin. Services	Licensing Metric	Minimum
<b>Marketing</b>					
Marketing	4,995	149.85	249.75	Application User	10
Option: Trade Management	2,995	89.85	149.75	Application User	10
<b>Sales</b>					
iStore <sup>4</sup>	50,000	1,500.00	2,500.00	Processor	2
TeleSales	3,995	119.85	199.75	Application User	10
Sales Online	3,995	119.85	199.75	Application User	10
Quoting	1,195	35.85	59.75	Application User	10
Incentive Compensation	495	14.85	24.75	Compensated Individual	10
<b>Order Management and Logistics</b>					
Order Management <sup>3</sup>	0.6000	0.0072	0.0120	Order Line	50,000
Option: Release Management <sup>1,3</sup>	0.2000	0.0024	0.0040	Order Line	50,000
Option: Transportation <sup>1</sup> (Price approved in advance of availability)	0.2000	0.0024	0.0040	Order Line	50,000
Advanced Pricing <sup>3</sup>	0.2000	0.0024	0.0040	Order Line	50,000
Configurator <sup>4</sup>	150,000	4,500.00	7,500.00	Processor	1
Mobile Supply Chain Applications	2,995	89.85	149.75	Application User	5
Warehouse Management	6,995	209.85	349.75	Application User	15
<b>Supply Chain Planning</b>					
Advanced Supply Chain Planning	1,500	45.00	75.00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	11.25	18.75	\$M Cost of Goods Sold	60
Inventory Optimization	750	22.50	37.50	\$M Cost of Goods Sold	60
Global Order Promising	300	9.00	15.00	\$M Cost of Goods Sold	60
Demand Planning	600	18.00	30.00	\$M Cost of Goods Sold	60
Collaborative Planning <sup>10,14</sup>	500	15.00	25.00	\$M Cost of Goods Sold	60
Supply Chain Intelligence	3,995	119.85	199.75	Application User	10
<b>Procurement</b>					
Purchasing <sup>2</sup>	3,995	119.85	199.75	Application User	5
iProcurement	5	0.0150	0.0250	Purchase Line	5,000
Purchasing Intelligence	3.00	0.0090	0.0150	Purchase Line	5,000
iSupplier Portal	995	29.85	49.75	Application User	20
Sourcing <sup>10</sup>	20,000	600.00	1,000.00	Application User	5
Exchange Marketplace <sup>6</sup>	5,000	150.00	250.00	\$M Annual Transaction Volume	300
<b>Manufacturing</b>					
Discrete Manufacturing <sup>2</sup>	3,995	119.85	199.75	Application User	10
Option: Flow Manufacturing <sup>1</sup>	2,995	89.85	149.75	Application User	10
Option: Manufacturing Scheduling <sup>1</sup>	1,495	44.85	74.75	Application User	10
Process Manufacturing <sup>2</sup>	3,995	119.85	199.75	Application User	10
<b>Maintenance Management</b>					
Enterprise Asset Management	5,995	179.85	299.75	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite - Component Applications

Service	License Price	Administration Services	Computer and Admin. Services	Licensing Metric	Minimum
iSupport	195	5.85	9.75	Application User	100
TeleService	3,985	119.85	199.75	Application User	10
Field Service	3,985	119.85	199.75	Field Technician	10
Option: Advanced Scheduler <sup>1</sup>	1,495	44.85	74.75	Field Technician	10
Option: Wireless Option for Service <sup>14</sup>	595	17.85	29.75	Field Technician	10
Option: Mobile Field Service <sup>14</sup>	1,495	44.85	74.75	Field Technician	10
Depot Repair	3,985	119.85	199.75	Application User	10
<b>Contracts</b>					
Sales Contracts	5,995	179.85	299.75	Application User	10
Service Contracts	5,995	179.85	299.75	Application User	10
Project Contracts	5,995	179.85	299.75	Application User	10
<b>Projects</b>					
Project Costing <sup>2</sup>	3,995	119.85	199.75	Application User	5
Project Billing	2,995	89.85	149.75	Application User	5
Internet Time	125	3.75	6.25	Application User	50
Project Resource Management	395	11.85	19.75	Person	25
<b>Product Lifecycle Management</b>					
Product Development <sup>14</sup>	1,995	59.85	99.75	Application User	750
CADView-3D	995	29.85	49.75	Application User	100
<b>Financial</b>					
Financials <sup>2</sup>	3,995	119.85	199.75	Application User	5
Option: Advanced Collections	1,195	35.85	59.75	Application User	10
Treasury	24,995	749.85	1,249.75	Application User	4
Financials & Sales Analyzers	1,495	44.85	74.75	Application User	5
Internet Expenses	5	0.1500	0.2500	Expense Report	1,000
iReceivables	50	1.50	2.50	1K Invoice Line	20
Financials Intelligence	50	1.50	2.50	Employee	100
Activity Based Management	95	2.85	4.75	Employee	500
Balanced Scorecard	95	2.85	4.75	Employee	500
<b>Human Resources</b>					
Human Resources	60	0.7200	1.20	Person	100
Self-Service Human Resources	25	0.3000	0.5000	Person	100
Payroll	60	0.7200	1.20	Person	500
Time and Labor	35	0.4200	0.7000	Person	100
Advanced Benefits	40	0.4800	0.8000	Person	500
HR Intelligence	25	0.3000	0.5000	Person	100
iRecruitment <sup>14</sup>	50	0.6000	1.00	Person	500
Training Administration	30	0.9000	1.50	Trainee	100
iLearning	30	0.9000	1.50	Trainee	100
<b>Other</b>					
Customer Model <sup>14</sup>	2,995	89.85	149.75	Application User	10
Customers Online <sup>14</sup>	100	3.00	5.00	Employee	500
Option: Customer Data Librarian <sup>14</sup>	5,995	179.85	299.75	Application User	10
Tutor for Applications <sup>5</sup>	495	14.85	24.75	Application User	5
Self-Service Tutor for Applications <sup>5</sup>	20	0.6000	1.00	Employee	5
Applications Read-Only User	1,495	44.85	74.75	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)					

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License



## Oracle E-Business Suite - Component Applications

	License Price	Administration Services	Computer and Admin. Services	Licensing Metric	Minimum
<b>Application Technologies</b>					
<b>Interaction Center</b>					
Advanced Inbound	995	29.85	49.75	Workstation	50
Advanced Outbound	995	29.85	49.75	Workstation	50
Scripting	595	17.85	29.75	Workstation	50
eMail Center	1,995	59.85	99.75	Workstation	50
<b>Communications/Utilities</b>					
CRL Financial Management <sup>8</sup>	249,995	7,499.85	12,499.75	Module	1
	0.2500	0.0075	0.0125	Per Subscriber Thereafter	1
Network Logistics (Network Asset Tracking) <sup>8</sup>	249,995	7,499.85	12,499.75	1st 200,000 Subscribers	1
	0.5000	0.0150	0.0250	Per Subscriber Thereafter	1
Telco Provisioning <sup>8</sup>	249,995	7,499.85	12,499.75	Module	1
	1.50	0.0450	0.0750	Per Subscriber Thereafter	1
Number Portability <sup>8</sup>	249,995	7,499.85	12,499.75	Module	1
	10	0.3000	0.5000	Ported Number/Year	1
<b>Public Sector/University</b>					
Student System <sup>14</sup>	115	3.45	5.75	FTE Student	3,000
Financial Aid <sup>14</sup>	30	0.9000	1.50	FTE Student	3,000
Student Recruiting <sup>14</sup>	30	0.9000	1.50	FTE Student	3,000
Grants	3,995	119.85	199.75	Application User	5
<b>Financial Services</b>					
Performance Analyzer	70	2.10	3.50	Employee	1,000
Transfer Pricing	70	2.10	3.50	Employee	1,000
Transfer Pricing Online	750	22.50	37.50	Application User	5
Budgeting and Planning	3,000	90.00	150.00	Application User	5
Risk Manager	60	1.80	3.00	Employee	1,000
Financial Data Manager	200,000	6,000.00	10,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0060	0.0100	Service Order Line	50,000
<b>Health Care</b>					
Adverse Event Reporting System	15,000	450.00	750.00	Application User	5
Clinical	15,000	450.00	750.00	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	3,000	90.00	150.00	Application User	5
Remote Data Capture <sup>9</sup>	9	0.2700	0.4500	CRF Page	10,000
Thesaurus Management System <sup>7</sup>	9,000	270.00	450.00	Application User	1
Thesaurus Management System - Read-Only <sup>7</sup>	1,000	30.00	50.00	Application Read-Only User	5
Healthcare Transaction Base <sup>4</sup> (Price approved in advance of availability)	1,000	30.00	50.00	Named User Plus	50
	100,000	3,000.00	5,000.00	Processor	1
<b>High Tech</b>					
Shop Floor Management	4,995	149.85	249.75	\$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet (Price approved in advance of availability)	50,000	1,500.00	2,500.00	PIP	2
<b>Aerospace, Defense and Transportation</b>					
Advanced Service Online <sup>14</sup>	14,995	449.85	749.75	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

## Oracle E-Business Suite

- <sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.
- <sup>2</sup> Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- <sup>3</sup> If the revenue per order line (= company's annual revenue divided by the number of annual order lines) is between \$50.00 & \$74.99, the price per order line is 0.4000 for Order Management, 0.1400 for Release Management and 0.1400 for Advanced Pricing. Between \$25.00 & \$49.99, it is 0.2000 for OM, 0.0700 for RM and for AP. Between \$0.0001 & \$24.99, it is 0.1000 for OM, 0.0300 for RM and for AP. If the revenue per order line is greater than \$75, equal to \$0 or unknown, the price per order line is 0.6000 for OM, 0.2000 for RM and for AP.
- <sup>4</sup> For the purpose of licensing this program, only the processors on which 9IAS Standard Edition and/or Enterprise Edition and this program are installed in main memory are counted for the purpose of determining the number of processors required to license this program.
- <sup>5</sup> The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- <sup>6</sup> This product requires HQAPP approval.
- <sup>7</sup> If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- <sup>8</sup> Customers must pay for both the module and the subscriber/workstation fee.
- <sup>9</sup> Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.
- <sup>10</sup> Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Outsourcing Discount Schedule available on <http://esource.oraclecorp.com>
- <sup>11</sup> The minimum is based on a combination of Professional and Employee User licenses, as well as the total list license fee, whichever is greater.
- The customer is required to maintain Professional User licenses for at least 10% of the employee population and a combination of Professional User and Employee User licenses for at least 20% of your employee population.
  - The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
  - A company may not license the E-Business Suite at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite pricing regardless of whether they meet the minimum licensing requirements
  - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10%/10% requirement
  - The minimum list license fee is 250,000 USA (Dollar).
  - Product Support and Update Subscription do not count towards the 250,000 USA (Dollar) minimum.
  - Once minimums are satisfied, they are not required to be met in subsequent purchases.
- <sup>12</sup> Must be licensed at the same level as Discrete Manufacturing. Example: number of Manufacturing Scheduling users = number of Discrete Manufacturing users.
- <sup>13</sup> Internal orders are those orders manually entered by licensed Professional Users.
- <sup>14</sup> This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information.

## GENERAL LICENSING RULES

### TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

- 4 Year Term:** A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
- 2 Year Term:** A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
- 1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

## ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Update Subscription Service to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Premium Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the Internal Sales Support website at <http://marketing.us.oracle.com> and select Support Marketing.

### Update Subscription Service

Update Subscription Service is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription. Updates are 15% of list Perpetual license fees.

### Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via Oracle/MetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Product Support is an annual fee and is priced at 7% of list perpetual license fees. Update Subscription Service is a prerequisite.

### Premium Support

Premium Support is designed to provide an enhanced level of support to Oracle customers. Premium Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Premium Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution. Contact your local Support Sales representative for Premium Support information and pricing.

### Incident Support

Incident Support is a web-based incident pack support model through which technical support is available in packages of 10 incidents at a cost of 1,800 USA (Dollar). This service is available for the following products, across all platforms:

- Oracle Database Standard Edition
- Oracle Database Personal Edition
- Oracle Database Lite

Incident Server Support Packages provide incident-based web support for the following limited product sets:

- Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):
  - Oracle Database Enterprise Edition, Oracle Database Standard Edition, Partitioning, Real Application Clusters
- Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server):
  - Internet Application Server Enterprise Edition, Internet Application Server Standard Edition

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to Oracle/MetaLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

### Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>

## ORACLE OUTSOURCING

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

### Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance. Customers must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar).

### Computer and Administration Services

Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar).

### Shared Services

Shared Services are system administration, application technology management, and monitoring activities for specified Oracle E-Business Suite applications. Shared Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Shared Services of 24,000 USA (Dollar) and minimum monthly net fees of 2,000 USA (Dollar).

**Attachment F  
to Modification #10  
to  
VA-991150-OC**

**Outsourcing Discount Schedule**

<b>Transaction Band (List Monthly Hosting Fees)</b>	<b>Direct Customers</b>
\$0 - \$6,999	0%
\$7,000 - \$10,000	15%
\$10,001 - \$15,000	20%
\$15,001 - \$25,000	25%
\$25,001 - \$50,000	30%
\$50,001 - \$75,000	35%
\$75,001 - \$100,000	40%
\$100,001 - \$125,000	45%
\$125,001 - \$150,000	50%
\$150,001 - \$175,000	55%
\$175,001 - \$200,000	60%
\$200,001 - \$250,000	65%
\$250,001 - \$350,000	70%
\$350,001 - \$500,000	75%
\$500,001 - \$750,000	80%
\$750,001 - \$1,000,000	85%
\$1,000,001 - and up	90%

Outsourcing discounts apply to Administration Services, Computer and Administration Services and Shared Services.

Note: Only approved E-Business Suite Resellers can resell Outsourcing Services.

Required Language (to be included in a separate section of the ordering document when ordering E-Business Suite):  
(For Customer's migrating to the E-Business Suite, contact Oracle for required information.)

#### D. E-BUSINESS SUITE

1. Table A. The Programs specified in Table A on the attached E-Business Suite Exhibit are included in the E-Business Suite Professional User.
2. Table B. The Programs specified in Table B on the attached E-Business Suite Exhibit are included in the E-Business Suite Employee User and E-Business Suite Non-Employee User.
3. Table C. The Programs specified in Table C on the attached E-Business Suite Exhibit are included in Electronic Orders.
4. Minimum Licensing Requirements. Customer is required to maintain Professional User licenses for at least 10% of Customer's employee population and combination of Professional User and Employee User licenses for at least 20% of Customer's employee population.

Customer's employee population shall be defined as the total number of actual employees, regardless of whether they work full-time or part-time, as stated in Customer's annual report if Customer is a publicly traded company or as certified in writing by an authorized representative for privately held companies or as certified in writing by an authorized representative of the Commonwealth Entity.  
(NOTE: Customer definition will require further clarification in each order placed for E-Business Suite products.)

As of the Effective Date, Customer has met the minimum requirement for licensing the E-Business Applications Suite based on Customer's current employee population of \_\_\_\_ (current employee population - insert #) \_\_\_\_\_. At the time Customer's employee population first reaches \_\_\_\_ (current employee population plus 10% - insert number) \_\_\_\_\_ and each time thereafter that Customer's employee population increases by 10% over the previous reported employee population, Customer will be required to verify to Oracle in writing that (i) Customer is still in compliance with the minimum licensing requirements (including the requirement as to proportion of Professional and Employee Users) or (ii) Customer is not in compliance and will acquire additional licenses as necessary to comply with the minimum licensing requirements.

The above is only a minimum licensing rule and Customer is always required to be licensed for Customer's actual users.

5. Program Purchasing Restrictions. Now that Customer has licensed the E-Business Suite Professional User, Customer acknowledges that Customer is no longer able to purchase those Programs contained in the E-Business Suite Professional User on a per Program basis. Any additional licenses needed for those Programs contained in the E-Business Suite Professional User must be purchased via the Professional User, Professional User – External, Employee User or Non Employee User – External metrics. In addition, if Customer requires use of the iStore or Release Management Programs, Customer must acquire these licenses per the Electronic Orders bundle which is licensed per order and Customer is not able to purchase these Programs on a per Program basis.

## E-Business Suite Exhibit

**Table A**

Category	Programs
Marketing	Marketing, Trade Management
Sales	TeleSales, Sales Online, Quoting, Incentive Compensation
Order Management and Logistics	Order Management, Advanced Pricing, Configurator, Mobile Supply Chain Applications, Warehouse Management
Procurement	Purchasing, Purchasing Intelligence, iSupplier Portal
Manufacturing	Discrete Manufacturing, Flow Manufacturing, Process Manufacturing
Maintenance Management	Enterprise Asset Management
Service	iSupport, TeleService, Field Service, Advanced Scheduler, Wireless Option for Service, Mobile Field Service, Depot Repair
Contracts	Sales Contracts, Service Contracts, Project Contracts
Projects	Project Costing, Project Billing, Project Resource Management
Product Lifecycle Management	CADView 3D
Financial	Financials, Advanced Collections, Treasury, Financials & Sales Analyzers, Financials Intelligence
HR Applications	Human Resources, Self-Service HR, Advanced Benefits, HR Intelligence
Interaction Center	Advanced Inbound, Advanced Outbound, Scripting, eMail Center, Interaction Center Intelligence
Other	Customer Model, Customer Data Librarian
Employee	iProcurement, iSupport, Internet Time, Internet Expenses, iReceivables, Self-Service HR, Training Administration, Customers Online

**Table B**

Category	Programs
Employee	iProcurement, iSupport, Internet Time, Internet Expenses, iReceivables, Self-Service HR, Training Administration, Customers Online

**Table C**

Category	Programs
Electronic Orders	iStore, Order Management, Release Management, Advanced Pricing, Configurator, Purchasing



## Ordering Document

Customer Name:  
Customer Location:

Contract Administrator:

Phone:

Phone:

Fax:

Fax:

Email Address:

Email Address:

## ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement  
Agreement Name: SLSA-

This Ordering Document incorporates by reference the terms of the agreement specified above ("Agreement").

### A. SERVICES

Customer hereby orders the Services described herein for use in the *[insert applicable country/region]*, unless otherwise specified.

Description	Quantity	License Type	List Annual Administration Services Fee	Discount	Net Annual Administration Services Fee	List Annual Computer Services Fee	Discount	Net Annual Computer Services Fee
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#### List Annual Computer Services Fees:

##### List Annual Administration Services Fees:

Annual Incremental Fee: (if applicable \$72,000 is the minimum Net Annual Computer & Administration Fee):

##### Net Annual Computer Services Fees:

##### Net Annual Administration Services Fees:

Total Annual Computer & Administration Services Fees:

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## B. GENERAL TERMS

1. Computer & Administration Services. Computer & Administration Services provide Customer with the ability to remotely access and use program licenses (defined below). Computer & Administration Services are subject to the terms and conditions of this Ordering Document, and are provided under Oracle's Computer & Administration Services policies, which are subject to change. Customer may access the current versions of these policies at <http://oracle.com/policies/companadminpolicy.html>. These Computer & Administration Services are conditioned upon Customer's continuous maintenance of Update Subscription Service and Product Support.

*(This clause would only be included if customer is acquiring licenses and Computer & Administration Services for Oracle Exchange products)*

*Customer Branded Exchange. "Customer Branded Exchange" shall mean Customer's exchange, operated under Customer's chosen brand name, which shall utilize the \_\_\_\_\_, and \_\_\_\_\_ Program license(s) (fill in blanks with applicable Exchange Products) ordered by Customer. If content management services are desired by Customer, Customer may contract with the provider of Customer's choice to purchase such services. Customer acknowledges that Customer shall be solely responsible for management of all content in the customer branded exchange. Oracle shall have no obligation or responsibility for such content management.*

### 2. Export Clause

The Customer agree export control laws govern your use of the programs (including technical data) and any services provided under this agreement, and the Customer agree to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations. The Customer agree that no data, information, program and/or deliverable (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

3. Programs and Delivery. Programs" are those software programs specifically identified above, and any updates to such programs that are acquired through technical support. Customer agrees that you have acquired product support and update subscription service support for the programs ("technical support") prior to the Effective Date of this Ordering Document, and that Customer will continue to maintain such technical support during the Computer and Administration Services Term. Computer and Administration Services do not include licenses for the programs; Customer must separately acquire such licenses prior to the Effective Date of this Ordering Document. Customer warrants that all programs have been properly licensed to Customer and that Customer is complying and will continue to comply with the license for the programs. Customer acknowledges that the programs have already been delivered for the Computer and Administration Services. At any time during the Computer and Administration Services Term and/or upon the termination of the Computer and Administration Services, Customer may request in writing and Oracle will promptly provide to Customer Location 1 copy of the software media for any programs for which Customer requires additional shipment.

4. Computer & Administration Services Term. The initial term of Customer's Computer & Administration Services shall commence on the Effective Date of this Ordering Document and shall continue for a period of one year unless earlier terminated in accordance with this Ordering Document or the Agreement. Computer & Administration Services acquired under this Ordering Document may be renewed annually, subject to Oracle's acceptance. For the initial two renewal years, the Annual Computer & Administration Services fees will not increase by more than 5% of the highest

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monthly fee of the preceding year, multiplied by 12. The initial one-year term and any subsequent one-year terms are collectively defined as the "Computer & Administration Services Term". If Computer & Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and applicable Ordering Document for such Programs. At the end of the Computer & Administration Services Term, or within a reasonable period of time after receipt of Customer's written request, and pursuant to the Computer & Administration Services policies, Oracle will promptly deliver Customer's data to Customer. Customer may terminate the Computer & Administration Services in accordance with the computer and administrative policies, upon 30 days prior written notice to Oracle. The termination shall be effective on the thirtieth business day after the notice has been received by Oracle (the "termination date"). Upon the Customer's written request, the termination date may be extended, provided that the Customer first agree to pay us in advance, a monthly fee for each month (or partial month) for which Oracle continues to provide administration services to the Customer after the termination date. Upon termination, Oracle shall refund the unused portion of Computer & Administration Services Fees paid by Customer for the period for which Computer and Administration Services are terminated.

[Note to Contracts – the percentage indicated above (5%) may be changed only with appropriate approvals – this not must be DELETED – this is not part of the contract option]

5. Computer & Administration Services Fees. Customer agrees to pay Oracle, annually in advance, the Total Annual Computer and Administration Services Fees specified above which include, if specified, an Annual Incremental Fee to insure that the Total Annual Computer and Administration Services Fees meet Oracle's minimum annual fee for Computer and Administration Services. Customer agrees to pay any sales, value-added or other similar taxes that Oracle must pay based on the Computer and Administration Services provided to Customer. Customer agrees to pay any costs and expenses, incurred by Oracle, related to Customer's private network connectivity or any other telecommunication materials or services. Customer is responsible for all costs and expenses related to remotely accessing and using the programs, including but not limited to acquiring and maintaining the applicable software, equipment, and telecommunications services. All Computer and Administration Services Fees and other fees due under this Ordering Document shall be due and payable net 30 days from date of invoice. All Computer and Administration Services ordered are non-cancelable and fees paid for such Computer and Administration Services are nonrefundable, except as otherwise specified in this Ordering Document.

6. Online Availability. If for any reason Customer is dissatisfied with the Computer & Administration Services provided to Customer for any given month during the Computer & Administration Services term, upon Customer's written notice that must be received by Oracle no later than the last business day of that particular month, Customer will receive a Computer & Administration Services fee credit for such month calculated at 20% of the Total Monthly Computer & Administration Services Fees paid for such month based on 1/12 of the annual fee. The Customer's written notice must be submitted to [outsourcingcredit\\_vw@oracle.com](mailto:outsourcingcredit_vw@oracle.com). The credit will be in the form of a check or a credit towards any outstanding balance owed to Oracle and it represents Customer's exclusive remedy, and Oracle's sole liability, for deficiencies in the Computer and Administration Services.

7. Segmentation. Customer acknowledges that Oracle bid the Computer & Administration Services Customer is ordering hereunder separately from any Program licenses. Customer understand that Customer has the right to acquire Programs without acquiring any Computer & Administration Services, and that Customer has the right to acquire Computer & Administration Services and Program licenses separately.

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8. Force Majeure. Oracle shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any Computer & Administration Services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error, or any other cause beyond Oracle's reasonable control.

9. Data Ownership. Oracle shall respect the privacy of Customer's data as set forth in the Privacy Policy posted on the Oracle.com web site. Oracle may compile statistical or performance information related to its services and generic non-identifiable information based in whole or in part on the data and information that Customer provides to Oracle. Oracle may use such compiled information for marketing purposes and Oracle shall retain all title, copyright, and other proprietary rights in such compilations.

10. **DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT COMPUTER & ADMINISTRATION SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

11. Order of Precedence. In the event of any inconsistencies between the Agreement and this Ordering Document, this Ordering Document shall take precedence.

This quote is valid through \_\_\_\_\_, 2002 and shall become binding upon execution by Customer and acceptance by Oracle.

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**{insert applicable OraSub}**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Ordering Document

Customer Name:  
Customer Location:

Contract Administrator:  
Phone:  
Fax:  
Email Address:

Technical Contact:  
Phone:  
Fax:  
Email Address:

### ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement  
Agreement Name: SLSA-

This Ordering Document incorporates by reference the terms of the agreement specified above ("Agreement").

#### A. PROGRAMS

Customer hereby orders the Program licenses and Services described herein for use in the *[insert applicable country/region]*, unless otherwise specified.

Description	Quantity	License Type	List	License Fee	Discount	Net	Net Product	Net Update
Oracle Financials	100	Application User					Support Fee	Subscription Service Fee

*(delete below if customer doesn't want shipment)*

CD Packs:

Oracle Applications Media Pack v1 for Sun Solaris 1

#### SERVICES

Description	Quantity	License Type	List Annual Administration Services Fee	Discount	List Annual Computer Services Fee	Net Annual Computer Discount Services Fee
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**List License Fees:**  
**Net License Fees:**  
**CD Pack Fees:**  
**First Year Product Support Fee:**  
**First Year Update Subscription Service Fee:**  
**List Annual Computer Services Fees:**  
**List Annual Administration Services Fees:**  
 Annual Incremental Fee: (if applicable \$72,000 is the minimum Net Annual Computer & Administration Fee):  
**Net Annual Computer Services Fees:**  
**Net Annual Administration Services Fees:**  
  
**Total Fees:**

## B. GENERAL TERMS

1. Technical Support. Technical support consists of Update Subscription Service, Product Support and/or other technical support services Customer may have ordered. Fees for technical support are due and payable annually in advance. Technical support is effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.
2. Miscellaneous. Section A of this Ordering Document specifies the CD pack and/or Programs on the particular computer operating system requested by Customer, which have been shipped or currently are being shipped to Customer. Where shipment is required, Oracle shall deliver to the address specified by Customer on the purchasing document or when the purchasing document does not indicate a ship to address, Customer location 1 copy of the software media and 1 set of Program documentation (in the form generally available) for each Program currently available in production release as of the Effective Date below. Customer shall be responsible for installation of the software. At any time during the Computer and Administration Services term and/or upon termination of the Computer and Administration Services upon Customer's written request Oracle will promptly provide to Customer location 1 copy of the software media for any Programs for which Customer requires additional shipment. If Computer and Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and this Ordering Document. All fees due under this Ordering Document shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this Ordering Document. Annual Computer & Administration Services fees include, if specified, an Annual Incremental Fee to insure that the Total Annual Computer & Administration Services Fees meet Oracle's minimum annual fee for Computer & Administration Services. Customer agrees to pay applicable media and shipping charges, and to pay any costs and expenses, incurred by Oracle, related to Customer's private network connectivity and/or any other telecommunication materials and services. Customer is responsible for all costs and expenses related to remotely accessing and

using the Programs, including but not limited to acquiring and maintaining the applicable software, equipment and telecommunication services. Provided Customer continuously maintains Update Subscription Service, additional CD packs for the Programs provided under this Ordering Document may be ordered *through the Oracle Store* at the standard CD pack price. If Customer loses or damages the media containing a program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current technical support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order, which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support on any warranties of any kind for these Programs.

A copy of Oracle's License Definitions and Rules is attached hereto and incorporated by reference.

The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or have received from Oracle and do not require Customer to purchase Oracle consulting services.

*(this verbiage to be removed if consulting services are being purchased on the ordering document- in that instance consulting services option is to be included which also contains segmentation wording- use of this option or the preceding standard language does not alleviate the requirement for a separate segmentation letter at the proposal phase of a deal per the corporate revrec guidelines)*

#### **C. OTHER**

1. Customer Reference. In consideration of the discounts granted to Customer under this Ordering Document, Oracle may refer to Customer as a customer in sales presentations, marketing vehicles and activities. In addition, Customer agrees to become part of Oracle's reference program, which recognizes Oracle's customers worldwide for innovation and leadership through marketing and networking opportunities.

*(this language may be removed without approval if standard e-business discounts are used – the options document contains another variation of the language which may be used if desired without the need for additional approvals) (if there are other license contract options, they would go in this Section C*

#### **D. COMPUTER & ADMINISTRATION SERVICES TERMS**

*(This clause would only be included if customer is acquiring licenses and Computer & Administration Services for Oracle Exchange products)*

1. Customer Branded Exchange. "Customer Branded Exchange" shall mean Customer's exchange, operated under Customer's chosen brand name, which shall utilize the \_\_\_\_\_, and \_\_\_\_\_ Program license(s) (fill in blanks with applicable Exchange Products) ordered by

*Customer. If content management services are desired by Customer, Customer may contract with the provider of Customer's choice to purchase such services. Customer acknowledges that Customer shall be solely responsible for management of all content in the customer branded exchange. Oracle shall have no obligation or responsibility for such content management.*

2. Computer and Administration Services Fees. Customer agrees to pay Oracle, annually in advance, the Total Annual Computer and Administration Services Fees specified above in Section A.
3. Computer & Administration Services. Computer & Administration Services provide Customer with the ability to remotely access and use program licenses (defined below). Computer & Administration Services are subject to the terms and conditions of this Ordering Document, and are provided under Oracle's Computer & Administration Services policies, which are subject to change. Customer may access the current versions of these policies at <http://oracle.com/policies/computerandadminpolicy.html>. These Computer & Administration Services are conditioned upon Customer's continuous maintenance of Update Subscription Service and Product Support.
4. Export Clause  
The Customer agree export control laws govern your use of the programs (including technical data) and any services provided under this agreement, and the Customer agree to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations. The Customer agree that no data, information, program and/or deliverable (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
5. Computer & Administration Services Term. The initial term of Customer's Computer & Administration Services shall commence on the Effective Date of this Ordering Document and shall continue for a period of one year unless earlier terminated in accordance with this Ordering Document or the Agreement. Computer & Administration Services acquired under this Ordering Document may be renewed annually, subject to Oracle's acceptance. For the initial two renewal years, the Annual Computer & Administration Services fees will not increase by more than 5% of the highest monthly fee of the preceding year, multiplied by 12. The initial one-year term and any subsequent one-year terms are collectively defined as the "Computer & Administration Services Term". If Computer & Administration Services are terminated, Customer may continue to use the Programs subject to the terms of the Agreement and applicable Ordering Document for such Programs. At the end of the Computer & Administration Services Term, or within a reasonable period of time after receipt of Customer's written request, and pursuant to the Computer & Administration Services policies, Oracle will promptly deliver Customer's data to Customer. Customer warrants that all Programs have been properly licensed to Customer and that Customer is complying and will continue to comply with the license for the Programs. Customer may terminate the Computer & Administration Services in accordance with the computer and administration policies, upon 30 days prior written notice to Oracle. Upon the Customer's request, the termination date may be extended, provided that the Customer agree to pay us, monthly in advance, a monthly fee for each month (or a partial month) for which Oracle continues to provide administration services to the Customer after the termination date. Upon termination, Oracle shall refund the unused portion of Computer & Administration Services Fees paid by Customer for the period for which Computer and Administration Services are terminated.

[Note to Contracts - the percentage indicated above (5%) may be changed only with appropriate approvals –this note must be DELETED - it is not part of the contract option]

6. Online Availability. If for any reason Customer is dissatisfied with the Computer & Administration Services provided to Customer for any given month during the Computer & Administration Services term, upon Customer's written notice that must be received by Oracle no later than the last business day of that particular month, Customer will receive a Computer & Administration Services fee credit for such month calculated at 20% of the Total Monthly Computer & Administration Services Fees paid for such month based on 1/12 of the annual fee. The Customer's written notice must be submitted to [outsourcingcredit\\_ww@oracle.com](mailto:outsourcingcredit_ww@oracle.com). The credit will be in the form of a check or a credit towards any outstanding balance owed to Oracle and it represents Customer's exclusive remedy, and Oracle's sole liability, for deficiencies in the Computer and Administration Services.
7. Segmentation. Customer acknowledges that Oracle bid the Computer & Administration Services Customer is ordering hereunder separately from any Program licenses. Customer understand that Customer has the right to acquire Programs without acquiring any Computer & Administration Services, and that Customer has the right to acquire Computer & Administration Services and Program licenses separately.
8. Force Majeure. Oracle shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any Computer & Administration Services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error, or any other cause beyond Oracle's reasonable control.
9. Data Ownership. Oracle shall respect the privacy of Customer's data as set forth in the Privacy Policy posted on the [Oracle.com](http://Oracle.com) web site. Oracle may compile statistical or performance information related to its services and generic non-identifiable information based in whole or in part on the data and information that Customer provides to Oracle. Oracle may use such compiled information for marketing purposes and Oracle shall retain all title, copyright, and other proprietary rights in such compilations.
10. **DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT COMPUTER & ADMINISTRATION SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**
11. Order of Precedence. In the event of any inconsistencies between the Agreement and this Ordering Document, this Ordering Document shall take precedence.



This quote is valid through \_\_\_\_\_, 2002 and shall become binding upon execution by Customer and acceptance by Oracle.

**CUSTOMER**

**{insert applicable OraSub}**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Attachment K  
to Modification #10  
to  
VA-991150-OC**

**Oracle Consultant Services Pricing  
for the Commonwealth of Virginia**

1. The Commonwealth may acquire Consulting Services on a Time and Materials basis at the below-listed hourly rates and in accordance with Modification #7 and the Agreement

**Contract Period March 1, 2003 through  
February 28, 2004**

Title	FY03 Commercial List Rates	Virginia State Contract Hourly Rate For Orders Under \$250K		Virginia State Contract Hourly Rate For Orders Over \$250K	
			*** off FY03		*** off FY03
Senior Practice Director	\$ 480	\$ 360	0.25	\$ 346	0.28
Practice/Tech Director	\$ 436	\$ 327	0.25	\$ 314	0.28
Technical Manager	\$ 414	\$ 310	0.25	\$ 298	0.28
Practice Manager	\$ 414	\$ 310	0.25	\$ 298	0.28
Sr. Principal	\$ 349	\$ 262	0.25	\$ 251	0.28
Managing Principal	\$ 349	\$ 262	0.25	\$ 251	0.28
Principal	\$ 306	\$ 229	0.25	\$ 220	0.28
Senior	\$ 251	\$ 188	0.25	\$ 181	0.28
Staff	\$ 218	\$ 163	0.25	\$ 157	0.28
Associate	\$ 164	\$ 123	0.25	\$ 118	0.28

**Average Discount** 25.0%

28.0%

2. Parties acknowledge that Consulting Services are offered separately of "Premium Support Services." Detailed descriptions and daily rates for Premium Support Services are as delineated in Modification #9, and authorized Contract Users are encouraged to review all information regarding Premium Services when assessing their requirements for consulting services.

3. Stated hourly rates do not include travel and travel-related expenses which shall be governed in accordance with the then current Commonwealth of Virginia Travel Regulations, available online at:

**<http://www.doa.state.va.us/>**

4. The Commonwealth acknowledges that the above Consulting Services are offered separately from any Program licenses acquired under this Agreement. The Commonwealth understands that it has the right to acquire said Program licenses without acquiring Consulting Services, and may acquire Consulting Services without acquiring Program licenses.

**Attachment K  
to Modification #10  
to  
VA-991150-OC**

5. Oracle shall furnish the Authorized User/Commonwealth Entity with a non-binding written estimate of the total costs to complete all required work. The estimate must include the labor category/categories, at Oracle's hourly rates as specified herein, and any material costs. Material costs shall be billed at Oracle's actual invoice costs and shall furnish copies of all invoices for materials. If the Authorized User/Commonwealth Entity determines that the estimated price is not fair and reasonable, then the Authorized User/Commonwealth Entity has the right to ask Oracle to reevaluate its estimate. If the revised estimate is determined not to be fair and reasonable, then the Authorized User/Commonwealth Entity reserves the right to obtain additional quotes from other vendors. In the event that a work order is issued to Oracle, as the authority to proceed with the work, such Order will incorporate the contractor's estimate and the terms and conditions of this Contract. Contractor staff shall log in with the designated contract administrator each day before and after work to confirm labor hours.

6. Position Descriptions for each Consulting Service Category are as stipulated in Modification #7, Appendix 1, Section 4, Paragraph # 7, subsection entitled "*Consulting Services Category Descriptions*", pages 24 through 28.

**MODIFICATION #9  
TO  
CONTRACT NUMBER VA-991150-OC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ORACLE CORPORATION**

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and ORACLE CORPORATION, hereinafter referred to as "Contractor," relating to Contract VA-991150-OC dated March 1, 1999, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #9 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #9 is to clarify "Premium Support Services", which are provided for by the referenced Contract.

**Reference:** Contract VA-991150-OC, Modification #7, Appendix 1, Attachment A, entitled "*Oracle E-Business Global Price List*" dated January 11, 2002, paragraph entitled "ORACLE SUPPORT SERVICES", subparagraph entitled "*Premium Support*", page 11 of 11.

Both above-referenced parties hereby agree to the following:

**1. PREMIUM SUPPORT – SERVICES DESCRIPTION**

For Contract reference purposes "Premium Support" or "Assisted Services" are interchangeable terms that are defined as Oracle's "PREMIUM SUPPORT – SERVICES DESCRIPTION", which is attached hereto and incorporated herein as ATTACHMENT A.

**2. PREMIUM SUPPORT – ON-SITE TECHNICAL DAILY RATES**

The pricing for Oracle's "Premium Support", for use by all Contract Authorized Users, is delineated on Attachment B, which is attached hereto and incorporated herein, to be effective October 1, 2002.

**3. PREMIUM SUPPORT – ORDERING DOCUMENT**

Oracle's "Premium Support" Ordering Document (Attachment C) is hereby incorporated and attached hereto as Attachment C. Where there is a conflict between the terms of an Ordering Document and the Contract terms, the Contract terms shall take precedence.

**4. PREMIUM SUPPORT – PROJECT IDENTIFICATION DOCUMENT**

Oracle's Project Identification document (Attachment D) is hereby incorporated and attached hereto as Attachment D. For administrative purposes, Oracle may request an ordering Commonwealth Entity to complete and attach this Project Identification Document to the Premium Support/Assisted Services Ordering Document.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-991150-OC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ORACLE CORPORATION

COMMONWEALTH OF VIRGINIA

BY: Verda M. Mullings  
NAME: Verda M. Mullings  
TITLE: Senior Manager, GEH Contracts  
DATE: Nov. 27, 2002

BY: Robert E. Gleason  
NAME: Robert E. Gleason  
TITLE: Technology Contracts Mgr  
DATE: 12/2/02

**Attachment A  
To Modification #9  
To  
VA-991150-OC**

**PREMIUM SUPPORT – SERVICES DESCRIPTION**

“Premium Support” or “Assisted Services” are interchangeable terms, defined herein, which provide routine database and application administration services by Oracle engineers in an Oracle software environment either at the customer location or via computer-to-computer connections. The services deliver both tactical and strategic assistance. Premium Services are clearly defined services that are hands-on, task-specific, cost-effective, and can be short or long term. Premium Onsite or Remote Services are designed to complement your Product Support contract by providing focused expertise at critical success points in the deployment of your Oracle products, as follows:

**PLANNING SUPPORT**

- Evaluate overall performance of Customer systems and develop recommendations for improving performance
- Provide product-specific white papers and bulletins
- Capacity planning
- Oracle Program release planning
- Research features and functionality of supported Oracle Programs
- Assist with feasibility and proof-of-concept analysis and design for planned IT projects involving supported Oracle Programs
- Test case creation, filing, tracking, and reporting
- Plan for Oracle Program migration

**IMPLEMENTATION SUPPORT**

- Upgrade and implementation planning
- Oracle Program installation assistance
- Assist in developing and maintaining system documentation related to hardware and software configuration
- System Administration assistance
- Assist Customer in reviewing Oracle's current Support service offerings
- Assist with management, application and verification of Oracle Program patches

**DATABASE SUPPORT**

- Research information on problems/questions posed by Customer production and development Database Administrators (DBAs)
- Database administration assistance
- Assist with creation of a new database instance
- Bug report filing, tracking, and reporting
- Database performance analysis
- Database performance tuning
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures
- Assist Customer with creation and implementation of backup and recovery procedures
- Assist Customer with creation of hot standby database instance

## **TECHNICAL ASSISTANCE REQUESTS (TARs) SUPPORT**

- Communicate critical support issues identified by Customer to Oracle Support
- Technical Assistance Request (TAR) review and analysis:
  - investigation of recent TAR reports
  - TAR filing, tracking and reporting
  - recommendations designed to minimize future TARs
- Establish appropriate procedures and guidelines to pursue, track and document TARs
- Monitor TARs and communicate status to Customer's designated Technical Support Contacts
- Assist with problem workarounds for open TARs
- Escalation management for "Severity 1" Oracle TARs

## **ADMINISTRATION AND ACCOUNT SUPPORT**

- Conduct quarterly account reviews
- Assist in maintaining Oracle and Customer Support contact(s) list
- Preparation of weekly written Status Reports for Customer's Technical Contact
- Assist Customer in managing help desk operations
- Attend Customer IT planning meetings upon request

**Attachment B  
to Modification #9  
to  
VA-991150-OC**

**PREMIUM SUPPORT – ON-SITE TECHNICAL SUPPORT ENGINEER – DAILY RATES**

1. **General:** An On-site Technical Support Engineer is available in situations with a demanding and complex Oracle technology support environment. Premium Support offers two service programs: Scheduled On-site Technical Support and Full-time On-site Technical Support. Both Premium Support options are highly flexible, with customizable services described on page A-2, which can be targeted at specific support needs.
2. **Scheduled On-Site Technical Support:** Scheduled On-site Technical Support enables authorized users to plan On-site Technical Support presence around critical project milestones, product implementations and upgrades, planning sessions, etc. Scheduled On-site Technical Support Engineers will provide in-depth technical knowledge when required, according to a predetermined, mutually agreed upon schedule.
3. **Full-time On-Site Technical Support:** Full-time On-site Technical Support is designed for situations that require full-time, dedicated support resources. The Support Engineer provides support by creating a complete and comprehensive support plan that may include plans for specific support requirements, software release, and backup/recovery/disaster. The process used to select an On-site Technical Support Engineer is the evaluation of a "best fit" individual occurring over a 30 - 60 day period by the customer personnel in conjunction with the Oracle Technical Support organization.
4. **Rates:** Oracle will deliver On-site Technical Support Engineer services at the following rates. Rates are charged on a per-day basis, not hourly, and the day is based on an 8am-5pm schedule. After hours and weekends are to be charged on a time-and-a-half basis. Travel and expenses are included for long-term engagements from 67 to 200 days. For short-term engagements of 1 to 66 days, additional expenses may be necessary if a specialized skill set is required or an engineer must be provided from a different region, in which case all necessary and reasonable expenses including travel and living expenses, are to be provided in accordance with Commonwealth of Virginia Travel Regulations. Services can also be provided remotely for the same price

On-Site Technical Support Engineer services may be acquired at the following levels to be used during a one-year period from order:

a. **Scheduled On-site Technical Support:**

<b><u>Number of Days</u></b>	<b><u>Price per day</u></b>
1 – 30	\$1854

b. **Full-time On-Site Technical Support:**

<b><u>Number of Days</u></b>	<b><u>Price</u></b>
67 days	\$107,601 (\$1606 per day)
100 days	\$152,892 (\$1529 per day)
200 days	\$271,808 (\$1359 per day)

5. On-Site Technical Support services must be used within a one (1) year period from the date they are ordered. Unused services shall be forfeited; however the obligation to pay for such unused services shall remain.
6. The days delivered by the On-Site Technical Support Engineer will be provided contiguously on a weekly basis, i.e. beginning on Monday and ending on Friday, unless otherwise mutually agreed upon.



ORACLE

**SAMPLE  
ASSISTED SERVICES ORDERING DOCUMENT**

**Customer Name:**  
**Customer Location:**

---

This Ordering Document is governed by the terms of *the Commonwealth of Virginia Contract VA-991150-OC dated March 1, 1999 and all amendments thereto between the Commonwealth of Virginia ("Customer") and Oracle Corporation ("Oracle")* (the "Agreement"). Oracle Support Services ("OSS") will provide Assisted Services ("Services") acquired under this Ordering Document remotely or at the Customer Location identified below.

**A. SERVICES**

**1. Description of Services**

Customer shall receive \_\_\_ Business Days of assistance by Oracle Technical Support Engineer(s) during the Term. For the purposes of this Ordering Document, a "Business Day" is defined as up to 8 hours of Services at one time by one Technical Support Engineer. Customer and Oracle will schedule Services of the Technical Support Engineer at least one week in advance; scheduling of Services is subject to availability of a Technical Support Engineer. The Technical Support Engineer may assist Customer with one or more of the following (the "Services"):

**• INSERT OPTIONS HERE**

Services under this Ordering Document do not include data conversion or custom coding. The Services will be performed in accordance with Oracle's Technical Support Policies, which are subject to change. Oracle's Technical Support Policies may be accessed at <http://www.oracle.com/support/index.html?policies.html>. This Ordering Document does not confer any license for Oracle Programs, and does not expand or otherwise affect any license conferred under a separate ordering document.

**2. Customer Obligations**

The Description of Services and Fee set forth in this Ordering Document are based upon information that Customer has presented to Oracle and upon Customer's performance of the following:

- Provide the Technical Support Engineer(s) adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software).
- Acquire licenses for the necessary Oracle software prior to commencement of Services.

- Inform the Technical Support Engineer(s) in a timely manner of any pending scheduled upgrades (including application of Oracle patches) specific to the Oracle Programs, or any other modifications of the hardware and/or software environment that could affect performance.
- Maintain and make payment to Oracle for Updates Subscription Service and Product Support for all Oracle program licenses. If Updates Subscription Service or Product Support lapses during the term, this Ordering Document will be terminated, and any unused Business Days forfeited.
- Provide remote access to Customer's computer systems as necessary for OSS to perform the Services.
- Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Services.
- Customer agrees to allow Oracle to post, at any site at which Services are performed, any documents necessary for Oracle to provide Services in compliance with the law.

If Oracle's cost of providing Services is increased because of Customer's failure to meet its obligations or because of any other circumstance outside of Oracle's control, Customer agrees to pay Oracle for such increased costs. Such increased costs may include time during which Oracle Technical Support Engineers are under-utilized because of delays.

## **B. FEES AND PAYMENTS**

### **1. Rates**

The Services under this Ordering Document will be provided at the following rates per Business Day, based upon the time the Services are performed; and in accordance with the Premium Support - On-Site Technical Support Engineer - Daily Rates delineated in Attachment B to Modification #9 to Contract VA-991150-OC.

<u>Time</u>	<u>Rate per Business Day</u>
Monday - Friday 8:00 a.m. - 5:00 p.m.:	\$
Monday - Friday 5:00 p.m. - 8:00 a.m.:	\$
Saturday - Sunday:	\$
Holidays:	\$

### **2. Payment Type**

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer will pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

Customer estimates that it will require \_\_\_\_ Business Days of assistance during the Term. Accordingly, the fee estimate for the Services to be provided under this Ordering Document is

Sample Assisted Services Ordering Document  
Page C-2 of C-5  
To  
Attachment C to Modification #9 to VA-991150-OC

\_\_\_\_. Any estimate related to the Services performed under this Ordering Document is intended only to be an estimate for Customer's budgeting and Oracle's resource scheduling purposes; the estimate does not include materials, expenses or taxes. Once fees for Services reach this estimate, Oracle will cooperate with Customer to provide continuing Services on a mutually agreed upon T&M basis. The fees do not include taxes or expenses, which will be invoiced separately, and do not include fees for products and/or Services provided by any group other than OSS.

3. Invoicing

All fees will be invoiced monthly and will be due and payable net thirty (30) days from date of invoice. Such fees will be non-cancelable and the sum paid non-refundable. Actual, reasonable travel and out-of-pocket expenses, and state sales tax, if any, are not included in the rates set forth above and will be invoiced separately in accordance with Commonwealth of Virginia Travel Regulations as specified in Contract VA-991150-OC. All invoices shall show the ordering entity's "order" number and/or the state contract number and Oracle's Federal Employee Identification Number (F.E.I.N.).

4. Availability of Funds

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this ordering document. A Commonwealth Entity shall not place an order in violation of Section 4-03.1.b of the Appropriation Act.

C. **ADDITIONAL TERMS**

1. Term and Customer Location

The term of this Ordering Document shall be one (1) year from the Effective Date (the "Term"). The Customer Location is: \_\_\_\_\_.

2. Rights to Developments

Upon payment of all fees due under this Ordering Document, Oracle grants to Customer a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle for Customer under this Ordering Document ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

3. Segmentation

Customer acknowledges that the Services acquired hereunder were bid by Oracle separately from any Oracle Program licenses. Customer understands that it has the right to acquire Services without acquiring any Oracle Program licenses, and that Customer has the right to acquire the Services and any Oracle Program licenses separately.

4. Change Order

In order to make a change to the Description of Services in this Ordering Document, Customer will submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in Services. Oracle will continue performing the Services in accordance with this Ordering Document until the parties agree in writing on the

Sample Assisted Services Ordering Document

Page C-3 of C-5

To

Attachment C to Modification #9 to VA-991150-OC

change in scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.

5. **Independent Contractor Status**

Oracle and any Oracle personnel are independent contractor(s) and not employees, agents, joint venturers or partners of Customer. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between Customer and either Oracle or any employee or agent of Oracle.

6. **Compensatory Tax**

The parties acknowledge that temporary living reimbursements to Oracle Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a Technical Support Engineer's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with Customer to limit the duration of the Technical Support Engineer's assignment in a particular location to less than one (1) year. If Customer's requirements are such that it becomes necessary for a Technical Support Engineer's services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Oracle Support Engineer's living expenses are deemed compensatory for tax purposes, then Customer agrees to pay Oracle the amount of additional compensation provided to such Oracle personnel to compensate for taxes imposed therefore.

7. **Export Control**

Oracle reserves the right to employ non-US consultants in this engagement. Customer acknowledges that no customer-owned information or technology in this engagement will require export approval under the U.S. Bureau of Export Administration "deemed export" or "deemed re-export" rules. If any Customer information or technology is subject to these rules, Customer is responsible for advising Oracle in advance of commencement of this engagement.

8. **Force Majeure**

Neither party shall be liable for failure or delay in its performance under Section A above caused by an act of war or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other necessary license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for a period more than 90 days, either party may terminate this Ordering Document immediately upon written notice. The occurrence of a force majeure event does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures.

This quote is valid through  
acceptance by Oracle.

and shall become binding upon execution by Customer and

Effective Date: \_\_\_\_\_, 200\_\_

**ORACLE CORPORATION**

**CUSTOMER**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACH PIA**

**Attachment D  
To Modification #9 to VA-991150-OC**

**ORACLE®**

**SAMPLE  
PROJECT IDENTIFICATION ATTACHMENT, EXTENSION NO. \_\_\_\_\_**

Oracle Project ID No. \_\_\_\_\_

**Oracle Consulting Administrator:**

**Oracle Project Manager:**

<b>Name:</b>	<b>Name:</b>
<b>Address:</b>	<b>Address:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>

**Customer Billing Accounts Payable Contact:**

**Customer Project Manager:**

<b>Name:</b>	<b>Name:</b>
<b>Address:</b>	<b>Address:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>

**PURCHASE ORDER:**

- ☐ 1. Purchase order no. \_\_\_\_\_ has been provided to Oracle as of effective date of this Extension No. \_\_\_\_.
- ☐ 2. A Purchase order will be issued within 30 days from the Effective date of this Project Identification Attachment, Extension No. \_\_\_\_.
- ☐ 3. eVA – An electronic mail or fax order has been or will be provided through the electronic Virginia (eVa) intranet procurement portal.

**OR**

**PURCHASE ORDER EXEMPTION:**

*[Insert Customer Name]* understands that Oracle requires a purchase order to serve as a binding promise of payment. However, *[Insert Customer Name]* cannot provide the actual purchase order for an amount up to \$ \_\_\_\_\_ for the continuation of Services ordered under the Engagement Contract dated \_\_\_\_\_, 2001 ("EC") because:

**(Please check the appropriate box below):**

- ☐ 1. Our company does not issue purchase orders.
- ☐ 2. Our company does not require a purchase order for the continuation of Services ordered under the EC. Please include the following reference # \_\_\_\_\_ on your invoice.

The information I have provided above is accurate and I have complied with my company's business practices in making this purchase. This affirms my company's commitment to pay for the continuation of Services I have ordered in accordance with the terms of the EC referenced above.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Effective Date

**TAX INFORMATION:**

☐ (1) Exempt (Attach Tax Exemption Form)

☐ (2) Non-exempt

**MODIFICATION #8  
TO  
CONTRACT NUMBER VA-991150-OC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ORACLE CORPORATION**

02 AUG 12 AM 10:34

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and ORACLE CORPORATION, hereinafter referred to as "Contractor," relating to Contract VA-991150-OC dated March 1, 1999, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #8 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #8 is to document both parties' agreement concerning replacement of the Contract "Ordering Document".

1. **Reference:** Contract VA-991150-OC, Modification #7, Appendix 1, Attachment C, entitled "Ordering Document, page 3 of 4.

Both above-referenced parties hereby agree to replace the referenced Ordering Document with the document enclosed herein and attached hereto as Attachment A; pages A-1 through A-4.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-991150-OC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ORACLE CORPORATION

COMMONWEALTH OF VIRGINIA

BY: Verda H. Mullings

BY: Robert E. Gleason

NAME: Verda H. Mullings

NAME: Robert E. Gleason

TITLE: Senior Manager, GTH Contracts

TITLE: Contracts Engineer

DATE: 8/10/02

DATE: 8/12/02





Ordering Document

Customer Name:  
Customer Location:

Contract Administrator:  
Phone:  
Fax:

Technical Contact:  
Phone:  
Fax:  
Email Address:

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement  
Agreement Name: SLSA-

This Ordering Document incorporates by reference the terms of the Agreement specified above ('Agreement').

A. PROGRAMS

Customer hereby orders the Program licenses described herein for use in the U.S., unless otherwise specified.

Description	Quantity	License Type	List License Fee	Discount	Net License Fee	Net Product Support Fee	Net Update Subscription Service Fee
-------------	----------	--------------	---------------------	----------	--------------------	----------------------------	---

CD Packs:

List License Fees:  
Net License Fees:  
CD Pack Fees:  
First Year Product Support Fee:  
First Year Update Subscription Service Fee:

Attachment A  
to Modification 8  
to Contract VA-991150-OC

**Total Fees:**

**B. GENERAL TERMS**

1. Technical Support. Technical Support consists of Update Subscription Service, Product Support and/or other Technical Support services Customer may have ordered. Fees for Technical Support are due and payable annually in advance. Technical Support is effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.
2. Miscellaneous. The Shipment Summary included with this Ordering Document specifies the CD Pack and/or Programs on the particular computer operating system requested by Customer, which have been shipped or currently are being shipped to Customer. Where shipment is required, Oracle shall deliver to the Customer Location 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program currently available in production release as of the Effective Date below. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Update Subscription Service, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FOB Destination. These terms shall also apply to any options exercised by Customer.  
  
Additional Programs may be included with Customer's order which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.  
  
The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or has received from Oracle and do not require Customer to purchase Oracle's consulting services.  
  
A copy of Oracle's License Definitions and Rules is attached hereto and incorporated by reference.
3. Availability of Funds. It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. A Commonwealth Entity shall not place an order in violation of Section 4-03.1.b of the Appropriation Act.

**C. GENERAL TERMS**

1. Customer Reference. In consideration of the discounts granted to you under this ordering document, Oracle may refer to Customer as a customer in sales presentations, marketing vehicles and activities. In addition, Customer agrees to become part of Oracle's reference program which recognizes Oracle's customers worldwide for innovation and leadership through marketing and networking opportunities.

This quote is valid through _____, 2002 and shall become binding upon execution by Customer and acceptance by Oracle.	
<b>CUSTOMER</b>	<b>ORACLE CORPORATION</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	

**SHIPMENT SUMMARY:**

**CD PACK**

**PROGRAMS**

**CSI NUMBER**

Attachment A  
to Modification 8  
to Contract VA-991150-OC

## Important Phone Numbers

Oracle Support.....	800-223-1711
Oracle Customer Service.....	800-645-3509
Support Sales .....	800-833-3536
Oracle Sales Department .....	800-ORACLE1
Oracle Magazine Subscriptions .....	650-506-9182
PRN (Partner Resource Network) .....	800-323-7355
Oracle Consulting Services.....	888-283-0591
Oracle University.....	800-633-0575
International Oracle Users Group (IOUG) HQ.....	312-245-1579
Oracle Application Users Group (OAG) .....	404-240-0897

## Useful Oracle Web Sites

Oracle Corporation Home Page .....	<a href="http://www.oracle.com">http://www.oracle.com</a>
Oracle Support Services.....	<a href="http://www.oracle.com/support">http://www.oracle.com/support</a>
Web-based Customer Support (MetaLink).....	<a href="http://metalink.oracle.com">http://metalink.oracle.com</a>
Oracle University.....	<a href="http://www.oracle.com/education">http://www.oracle.com/education</a>
Oracle Store .....	<a href="http://oraclestore.oracle.com">http://oraclestore.oracle.com</a>
Oracle Consulting.....	<a href="http://www.oracle.com/consulting">http://www.oracle.com/consulting</a>
International Oracle Users Group .....	<a href="http://www.ioug.org">http://www.ioug.org</a>
Oracle Development Tools User Group .....	<a href="http://www.odtug.com">http://www.odtug.com</a>
Oracle Applications Users Group .....	<a href="http://www.oaug.org">http://www.oaug.org</a>
Oracle AppsWorld .....	<a href="http://www.oracle.com/appsworld">http://www.oracle.com/appsworld</a>
OracleWorld.....	<a href="http://www.oracle.com/oracleworld">http://www.oracle.com/oracleworld</a>
Oracle Magazine .....	<a href="http://www.oramag.com">http://www.oramag.com</a>

## Important Definitions for Support Activities

**CSI Number** - *CPU Support Identification Number* - The CSI number references your support maintenance level and its duration, CPU, and all other information relevant to the Technical Contact, such as installed-at location, billing address, licenses and platform. Without a valid, supported CSI number, Oracle cannot provide support.

**iTAR** - Technical Assistance Request - A request by a supported client for help with a technical or non-technical problem. Each iTAR is assigned a unique number (*iTARs are also referred to as TARs or Service Requests*)

**Severity Levels** - Describes the level of impact an iTAR has on the customer's business, and defines the resources to be engaged by both parties as well as the rules of engagement for the resolution of the iTAR.

- Sev 1: Problem or product defect causes complete loss of service, regardless of the customer environment, and work cannot reasonably continue
- Sev 2: Severe loss of service, no acceptable workaround; however, operation can continue in a restricted fashion
- Sev 3: Minor loss of service, impact is an inconvenience which may require a workaround to restore functionality
- Sev 4: No loss of service, minor error that does not impede operation of system

For more complete severity level definitions, please see <http://www.oracle.com/support/policies.html>

Oracle Support recommends using iTAR (logging a Technical Assistance Request on MetaLink) for all issues including Sev 1's. The severity will be determined by the system, based on the answers to a series of questions. If the issue is critically urgent, the customer is encouraged to follow up with a call to request immediate attention. Also note that Sev 1's require a 24x7 commitment from the customer.

**Oracle MetaLink** - Provides Oracle Product Support customers access to OSS (Oracle Support Services) and technical information via the web. MetaLink serves two important functions:

- Portal to our Global Knowledge Base complete with answers to known problems and previously asked questions. Includes product alerts, de-support notices, step-by-step installation instructions, white papers, product documentation, search engines, iTAR and bug query and much, more.

## Important Definitions for Support Activities (cont.)

- The tool is used to facilitate and track communication between you and OSS analysts. You can initiate requests for help, track progress on those requests, read recommendations from the OSS analyst working on a request, and run reports of iTAR activity.

Access Oracle MetaLink at: <http://www.oracle.com/support>  
<http://metalink.oracle.com>

## Using Oracle Support Services

**If you want to log an iTAR, what information is necessary?**

1. The relevant customer CSI number
2. Area Code and phone number
3. Software release levels of the operating system and all Oracle components
4. A description of the business impact to help determine the severity
5. A detailed description of the problem, including copies of session logs, trace files, or other diagnostic information

**When should you contact Customer Service?**

1. To obtain Product Version Updates
2. To resolve problems with Product Shipments
3. To inquire about Product Availability or specific Platform Support
4. To obtain a CSI Report or Licensing Information

To reach the group, dial the Oracle Customer Service number and select the 'Other Customer Issues' option; or log an iTAR in MetaLink and select the appropriate non-technical problem type from the drop down menu in step 2 of the iTAR creation process. The iTAR is not created until a TAR number has been assigned.

**See also "How to Log a Non-Technical iTAR"**

**How does a customer report bugs to Oracle Development?**

Oracle Support is your link to Oracle Development. The Technical Support Analyst will convey the details of the bug to the appropriate Oracle Product Development team and attempt to offer you a suggestion or workaround to circumvent the issue.

*All technical correspondence and/or documentation regarding the iTAR or Bug should be coordinated by the Technical Support Analyst.*

**What should a customer do to prepare for reporting a bug?**

Some good questions to ask yourself before logging an iTAR to file a bug are:

1. Is the problem reproducible?
2. Has the errant behavior occurred consistently in your application?
3. If not, what has changed since the last time that it worked?
4. Does the situation change if you remove this newly added functionality?
5. Do you still have a copy of the previously working version to compare?
6. Did this functionality work in a previous version of the product?

**When should a customer use the TAR escalation process?**

The TAR Escalation Process is in place to assist our customers who are not satisfied with the resolution or response to an iTAR. Customers can work with the appropriate Technical Support Analyst for iTAR escalations.

**How do I use the Duty Manager TAR escalation process?**

- Customer calls the analyst to request escalation of an iTAR. NOTE that you must speak with an analyst – it is not sufficient to leave a message.
- The analyst will page the appropriate Duty Manager.
- A Support manager will call the customer within 30 minutes of the escalation request. The manager will listen to the customer's issue until it is understood and determine with the customer an acceptable resolution plan.
- The manager will document the conversation and the plan in the iTAR.
- The manager will follow up to ensure the plan is followed and/or reset the customer's expectations.
- The escalation is owned by the manager who contacted the customer until the issue is resolved or escalated to a higher management level.

## Using Oracle Support Services (cont.)

### What are some best practices for effectively utilizing the TAR escalation process?

- Update the iTAR to say you called to request the duty manager.
- Escalate in a timely manner
- Provide reasons for the escalation in business terms
- Agree on an acceptable plan to resolve the issue

### What is the difference between raising the severity and escalating?

Escalating an issue brings management attention to it, and when appropriate, more resources. This does not automatically mean that the severity of level of the iTAR will be changed. If the severity level of the iTAR becomes inappropriate over time, it may be adjusted in the same manner it was originally established, by mutual agreement between the Technical Support Analyst and the customer

## Recommended Reading List from Oracle Press

"The only Oracle-authorized guides available! Get the most complete information on Oracle's #1 line of e-business and database technologies." Please visit: <http://shop.osborne.com/cgi-bin/oraclepress/>

## Oracle Support Services Offering Summary

Oracle Support Services offers a comprehensive portfolio of focused services that support the IT infrastructure your organization needs to meet the demands of e-business. The following is a summary of the specific services provided. For more detailed information on these services, please refer to our web site: [www.oracle.com/support/](http://www.oracle.com/support/)

### Updates Subscription Service

- Rights to Oracle product upgrades, maintenance releases and patches released during the subscription period.
- This annual subscription service also entitles customers to Oracle MetaLink's rich, web-based technical resources – including technical repositories. Note: The ability to log and track Service Requests or iTARs is NOT included in this service.
- Purchase of the Updates Subscription Service is a prerequisite for all other Oracle Support Services.

### Product Support

- 24x7 problem diagnosis and resolution through web and telephone access to Oracle technical information and Oracle analysts.
- Rich web-based technical resources – including technical repositories and the ability to log and track Service Requests or iTARs - using OracleMetaLink.
- Access to non-technical customer service during normal business hours.

### Outsourcing Services

- Remote management of Oracle Technology, e-Business Suite, or both at the customer site or partner site. Network connection through Oracle Authorized Network Provider and Oracle Certified Configuration from an authorized hardware partner is required.
- Hosting and management of Oracle Technology, e-Business Suite, or both, including hardware and system management at an Oracle Data Center.

## Tips for Efficient Use of Oracle Support Services

### Twelve Tips to our customers for getting better support from OSS

1. **Be prepared** to have access to ALL information that a Technical Support Analyst might need to help in resolving your issue, including: the appropriate CSI number, phone numbers of affected and/or interested individuals within your organization, as well as any pertinent contractual information.

## Tips for Efficient Use of Oracle Support Services (cont.)

2. **Identify** the problem area precisely and attempt to isolate the issue to a specific group of Oracle products and operating system configurations, i.e. RDBMS, Tools, Applications, UNIX, Desktop, Midrange, Mainframe, etc.
3. **Create** a brief subject statement summarizing your request which includes the essence: 1. The Object – this defines what part of Oracle is problematic. 2. The Defect – this describes the associated anomaly or ill behavior of the object.
4. **Decide** upon a Severity Level (1-4) to be assigned to the issue based on a reasonable analysis of the business impact.
5. **Keep** your implementation configuration information easily accessible to the Technical Support Analyst at all times.
6. **Complete** the templates in MetaLink thoroughly. The answers to the questions will be needed. Sooner is better.
7. **Include** all information. Details of the environment, steps taken prior to logging the iTAR. More information is better.
8. **Provide** any error messages and symptoms that may allow the Technical Support analyst to resolve your issue quickly. Additionally, attach any pertinent error logs, alert logs and trace files to your initial iTAR.
9. **Provide** test cases if at all possible, so Oracle can recreate the problem if required.
10. **Always** refer to your issue by referencing the iTAR number assigned on the initial iTAR and keep an active list of all your iTARs that are currently open.
11. **Keep** track of your technical issues in MetaLink. Whenever possible, use MetaLink to log, track and **update** your issues. This allows for more effective information transfer and more efficient iTAR resolution.
12. **Ensure** that all relevant individuals within your organization are available for immediate consultation when you contact the Technical Support Analyst.

## How to Log a Non-Technical iTAR

See also **When should you contact Customer Service?** under **Using Oracle Support Services**

- Log in to MetaLink and Select TARs from the menu.
- Select Create a TAR.
- Enter TAR header information manually or select a TAR profile to enter the information automatically and select Continue>>.
- Select "Order Product Updates" or choose any other appropriate non-technical problem options from the drop down list in the Type of Problem field.
- Enter a one-sentence description of the problem in the **Subject Statement** field and select Continue>>.
- The system will return a list of knowledge base documents that may assist in solving the problem as if this were a technical iTAR - disregard and select Continue with TAR creation>>.
- Enter the details of the problem and answer the series of online questions as required.
- When you have finished answering all the questions, select Continue>> to verify the iTAR information.
- Use the back button to make any changes.
- Click the Open TAR button. The TAR Confirmation/Create a TAR message is displayed - please note the iTAR number.

## How to Learn More

Register for a Free Online Seminar: Working Effectively with Support Seminar  
<http://www.oracle.com/start/metalink/evite.html>

Review the MetaLink Features List  
<http://www.oracle.com/support/metalink>

**MODIFICATION #7  
TO  
CONTRACT NUMBER VA-991150-OC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ORACLE CORPORATION**

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This Modification #7 is an agreement between the Commonwealth of Virginia ("Customer") hereinafter referred to as "State" or "Commonwealth", and Oracle Corporation, hereinafter referred to as "the Contractor" or "Oracle" relating to Contract Number VA-991150-OC, dated March 1, 1999, as amended, hereinafter referred to as the "Contract" or "Agreement". The Department of Information Technology is hereinafter referred to as "DIT" or "The Virginia Department of Information Technology." This Modification #7 including the Appendix 1 and all Attachments are hereby incorporated into and made an integral part of the Agreement. This Modification #7 is valid from the Effective Date of this Modification through February 28, 2003.

The purpose of this Modification #7 is to document the Contract changes as agreed upon by the Commonwealth and Oracle Corporation and to renew the Contract for an additional one (1) year period to include changes. The mutually agreed upon Contract changes, contained herein, provides revised pricing, additional Contract provisions and revision of Contract format to permit the logical flow of Contract content, under which the Commonwealth may acquire Oracle Programs, Technical Support, Consulting and Education (Training) Services.

Both parties agree to the following:

1. **ORACLE E-BUSINESS GLOBAL PRICE LIST & ORACLE E-BUSINESS GLOBAL PRICE LIST SUPPLEMENT**

For purposes of this Modification #7, "Price List" is defined as Oracle's E-Business Global Price List, dated January 11, 2002, and is hereby incorporated into and attached to hereto as Attachment A. The "Price List Supplement" is defined as Oracle's E-Business Global Price List Supplement, dated January 11, 2002, and is hereby incorporated herein and attached hereto as Attachment B. The "Price List Supplement" is subject to change at Oracle's discretion. The "Price List" is valid from the Effective Date of this Modification #7 through February 28, 2003.

2. **ORACLE LICENSE(S)**

The Commonwealth may purchase only those licensed Oracle Programs specified in the "Price List" (Attachment A) through the term of this Agreement. No other licensed Oracle Programs are available under this Agreement.

3. **ATTACHMENTS TO APPENDIX 1**

All previous Attachments to Appendix 1 of this Agreement are hereby deleted in their entirety and replaced with the following Attachments to Appendix 1 of this Modification #7:

Attachment A: Oracle E-Business Global Price List, dated January 11, 2002  
(Page1-11)

- Attachment B: Oracle E-Business Global Price List Supplement, dated January 11, 2002, (Page 1-10)
- Attachment C: Oracle Ordering Document (revised), (Pages 1-4)
- Attachment D: Oracle E-Business Migration Matrix – Dated June 15, 2001 (revised), (Pages 1 – 3)
- Attachment E: *Commonwealth's* State Travel Guidelines
- Attachment F: Definitions (Page 1-4)
- Attachment G: eVA Provision and Support (Modification #6 with Addendum)

4. **PROGRAM LICENSE**

Oracle grants to the Commonwealth a non-exclusive, non-transferable, except as otherwise set forth herein, perpetual Program license(s) for those Programs acquired under this Modification #7 or converted to the terms and conditions of this Modification #7.

5. **TECHNICAL SUPPORT SERVICES**

Technical Support services as specified in the "Price List" (Attachment A) are available for the term of this Agreement.

6. **TECHNICAL SUPPORT PAYMENT**

Technical Support fees shall be payable annually in advance, net 30 days from the latter of the renewal date or the invoice received date; such fees will be those in effect at the beginning of the period for which the fees are paid.

7. **E-BUSINESS MIGRATION MATRIX**

*Commonwealth Entities* that have previously purchased Oracle Programs under this Agreement or other alternate agreements, may choose to convert, with Oracle's mutual consent, its existing Program license(s) and Technical Support to the terms and conditions and pricing of the Agreement as amended, per the Oracle-E-Business Migration Matrix, dated June 15, 2001 (revised), (Attachment D). The referenced Migration Matrix is effective from the date of this Modification #7 throughout the term of this Agreement. Such conversion shall be irreversible for the Commonwealth entity. In order to exercise this option, the Commonwealth entity shall be currently under Technical Support or pay reinstatement fees in accordance with Oracle's standard policy in effect at that time.

Those *Commonwealth Entities* that do not choose to convert their existing Program License(s) and Technical Support to the terms and conditions of this Modification #7, will continue to be bound by the terms and conditions of their alternate agreement(s) for their licensed Oracle Programs. All new purchases of Oracle Programs must be placed in



accordance with the "Price List" and the terms of this Agreement.

8. **PRICING AND DISCOUNTS**

All orders for purchases of Oracle Programs and Technical Support Services , commencing from the effective date of this Modification #7, must be placed using the "Price List" (Attachment A) and the applicable percentage discounts as listed below and contained in Appendix 1, Section 4, #2.

**E-Business License and Support Transaction Band**

<u>List License + List Support</u>	<u>E-Business Discounts</u>
\$0-\$100,000	23.5%
\$100,001 - \$250,000	28.6%
\$250,001 - \$375,000	33.7%
\$375,001 - \$1,000,000	38.8%

9. **EDUCATION (TRAINING) SERVICES**

Education (Training) services are revised and replaced in their entirety as specified in Appendix 1, Section 4, #6. Travel and travel-related expenses shall be based upon the *Commonwealth's* State Travel Guidelines (Attachment E).

10. **CONSULTING SERVICES**

Consulting services are revised and replaced in their entirety as specified in Appendix 1, Section 4, #7. Travel and travel-related expenses shall be based upon the *Commonwealth's* State Travel Guidelines (Attachment E).

11. **MODIFICATIONS #3, AND #5 TO CONTRACT VA #991150-OC**

Applicable Contract provisions and/or terms and conditions as previously contained in Modification #3 and #5 to this Agreement are now incorporated into Appendix 1 for ease of reading by the *Commonwealth Entities*.

12. **APPENDIX 1**

Appendix 1, attached hereto and incorporated herein, is intended as a complete compilation of the changes to the Agreement as identified herein. Appendix 1 in its entirety is compiled for the sole reasons of contract administration, ease of understanding and use by the *Commonwealth Entities*, and documents those provisions as amended by Modifications #3, #5, #6 and #7.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-991150-OC and cannot be modified, except in writing and signed by a duly authorized representative of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF**

**EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ORACLE CORPORATION

BY: Verda M. Mullings

NAME: Verda M. Mullings

TITLE: Senior Manager  
GEH Contracts

DATE: 2 April 2002

COMMONWEALTH OF VIRGINIA

BY: JH Davis

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: 4-3-02

**APPENDIX 1  
TO  
MODIFICATION #7  
COMMONWEALTH OF VIRGINIA  
NUMBER VA-991150-OC**

**SECTION 1  
PROVISIONS**

This Appendix 1 (the "Appendix 1") including Attachments A through G are incorporated herein and attached hereto identify the terms governing the acquisition of Oracle *Program* licenses, *Technical Support*, Education and Consulting Services, as defined herein by the Commonwealth of Virginia ("Commonwealth") and Oracle Corporation ("Oracle").

**1. ATTACHMENTS**

The following Attachments are included as part of this Appendix 1.

- Attachment A: Oracle E-Business Global Price List, dated January 11, 2002 (Page 1-11)
- Attachment B: Oracle E-Business Global Price List Supplement, dated January 11, 2002, (Page 1-10)
- Attachment C: Oracle Ordering Document, (Page 1-4)
- Attachment D: Oracle E-Business Migration Matrix – Dated June 15, 2001 (revised), (Page 1 – 3)
- Attachment E: *Commonwealth's* State Travel Guidelines
- Attachment F: Definitions (Page 1-4)
- Attachment G: eVA Provision and Support (Modification #6 with addendum)

**2. TERM**

The Term of this Appendix 1 shall be one year beginning March 1, 2002 through February 28, 2003. By mutual agreement, the *Commonwealth* and Oracle may extend the Term of this Appendix 1 for up to one additional one-year period. In executing any extension of the Term, the Price Lists (Attachments A through F) may be updated along with the discount percentages specified in Section 4 by mutual agreement between the *Commonwealth* and Oracle.

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

3. **PROGRAM LICENSE**

Oracle grants to the *Commonwealth* a non-exclusive, non-transferable, except as otherwise set forth herein, perpetual *Program* license for those *Programs* acquired under this Appendix 1 or converted to the terms and conditions of this Appendix 1.

4. **COMMONWEALTH AS THE "CUSTOMER"**

The *Commonwealth* as a whole is the "Customer" and Oracle shall conduct business on the basis of a single customer approach. The "Commonwealth" and/or "Commonwealth Entity" is any agency (including institutions of Higher Education), legislative, executive or judicial body, office, authority, post, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty of the Commonwealth or any other entity authorized to procure products or services from the Agreement.

5. **PAYMENT OPTIONS FOR TECHNICAL SUPPORT/SUBSCRIPTION UPDATES**

Payment shall be submitted to Oracle for Technical Support and Subscription update fees annually in advance for which the fees are paid and in accordance with the Payment terms found in Appendix 1, Section 2. H.

6. **DEFINITIONS**

The Definitions applicable to this Appendix 1 are listed in Attachment F.

7. **PROGRAM AVAILABILITY.**

The *Commonwealth* agrees that it has not relied on the future availability of any *Program* in issuing any relevant Order Form(s). Furthermore, the future availability of any *Programs* shall not affect the *Commonwealth's* payment obligations under this Appendix 1 and the relevant Order Form(s). Oracle is under no obligation to make available any *Program* under this Appendix 1 except as otherwise described in a Shipment Summary provided by Oracle which shall be included with Order Form(s) as appropriate. The *Commonwealth* acknowledges that the *Programs* are for use on the software manufacturer's unmodified version of the operating system and as certified by Oracle. In the event that the software manufacturer's operating system is modified, or in any way changed, Oracle shall not be responsible for any problems relating to the incompatibility between the *Commonwealth's* System and Oracle's applicable referenced System.

8. **RIGHTS GRANTED**

Oracle grants to the *Commonwealth* a nonexclusive license to use the *Programs* specified on an Order Form under this Appendix 1, as follows:

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

- A. To use the *Programs* solely for *Commonwealth* operations on a specified system or on a backup system if the specified system is inoperative, consistent with the use limitations specified or referenced in this Appendix 1, an Order Form, and the *Documentation*. The *Commonwealth* may not re-license, rent or lease the *Programs* or use the *Programs* for third-party training, commercial time-sharing or service bureau use;
- B. To use the *Documentation* provided with the *Programs* in support of the *Commonwealth's* authorized use of the *Programs*;
- C. To copy the *Programs* for archival or backup purposes and to make a sufficient number of copies for the use specified in the Order Form. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies; and
- D. To modify the *Programs* and combine them with other software products; and
- E. The *Commonwealth* shall not copy or use the *Programs* (including the *Documentation*) except as specified in this Appendix 1 or an Order Form. The *Commonwealth* shall have no right to use any other software *Program* that may be delivered with ordered *Programs*.
- F. The *Commonwealth* agrees not to cause or permit the reverse engineering, disassembly or de-compilation of the *Programs*, except to the extent required to obtain interoperability with other independently created software or as specified by law.
- G. Oracle shall retain all title, copyright and other proprietary rights in the *Programs*. The *Commonwealth* does not acquire any rights, express or implied, in the *Programs*, other than those specified in this Appendix 1.

9. **AUTHORIZED AGENTS**

The *Commonwealth* is granted the right to allow its *Authorized Agents Access* to the *Program* license subject to the following terms and conditions: 1) *Authorized Agents* are counted as part of the total number of users of the *Programs* in the license; 2) *Authorized Agents* shall be expressly authorized either electronically or in writing by the *Commonwealth* to *Access* the *Programs* in the license; 3) the *Commonwealth* shall maintain a record of those *Authorized Agents* expressly granted such *Access*; 4) the *Commonwealth* shall ensure that all *Authorized Agents* use the *Programs* in accordance with the terms and conditions of this Appendix 1, and 5) in the event third parties are going to use Oracle's *Programs*, the *Commonwealth* must request Oracle's approval, which approval will not unreasonably be withheld.

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

10. **ORACLE AUDIT**

Oracle may, at its expense and upon giving no less than 30 days advance written notice, audit the *Commonwealth's* use of the *Programs*. Any such audit shall be conducted during regular business hours at the *Commonwealth's* facilities and shall not unreasonably interfere with the *Commonwealth's* business activities. If an audit reveals that the *Commonwealth* has underpaid fees to Oracle, the *Commonwealth* shall be invoiced for such underpaid fees based on the Price List in effect at the time the audit is completed. Audits shall be conducted no more than once annually.

11. **PRODUCT ACCEPTANCE PERIOD**

There is no product acceptance period provided herein Appendix 1, therefore, once a *Program* or has been ordered by the *Commonwealth*, the product fees are due and payable, non-cancellable and non-refundable. Should the *Commonwealth* desire to evaluate a particular *Program*, prior to placing an order for purchase, reference paragraph #12.

12. **TRIAL PROGRAMS**

The *Commonwealth* may evaluate *Program(s)* for trial purposes only by listing the specific *Program(s)* on the Oracle Ordering Document (Attachment C) and indicating "for trial purposes only". The *Commonwealth* will have 30 days from the delivery date to evaluate these *Programs*. Any further use of these *Programs* will require the *Commonwealth* to obtain the applicable license. *Programs* provided for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties for these *Programs*.

13. **ORDERING DOCUMENT**

When placing Orders under this Appendix 1, the *Commonwealth* shall use a purchase order or other ordering document as applicable and the applicable Oracle Ordering Document, Attachment C. The term "Order Form" when used in this Appendix 1 is in reference to Oracle's Ordering Document.

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

14. **CONVERSION OF EXISTING LICENSES**

Entities within the *Commonwealth* may, at any time during this Appendix 1 as amended, convert, with Oracle's mutual consent, its existing *Program* licenses and/or *Technical Support* to the terms and conditions and pricing of this Appendix 1. Such conversion shall be irreversible for the *Commonwealth* entity. In order to exercise this option, the *Commonwealth* entity shall be currently under *Technical Support* or pay reinstatement fees in accordance with Oracle's standard policy in effect at that time.

For specific conversion ratios reference Oracle's "e-Business Migration Matrix" (Attachment D).

15. **TRANSFER RIGHTS AND RESTRICTIONS**

- A. The *Commonwealth* may transfer *Program* license(s) within its organization upon written notice to Oracle at no additional cost.
- B. The *Commonwealth* may not transfer *Program* License(s) to a legal entity separate from the *Commonwealth* without the prior written consent of Oracle. Oracle shall not unreasonably withhold or delay such consent.
- C. Mandated Transfer - If a specific entity within the *Commonwealth* is mandated by its governing body to convey any of its specific functions to another *Commonwealth* entity, the *Program* licenses used to support the conveyed functions may be transferred at no charge.
- D. Merger Of Commonwealth Entities - If a *Commonwealth* Entity merges with another *Commonwealth* Entity, previously acquired Oracle licenses may be used by the merged Entity pursuant to the terms of this Appendix 1. No license transfer fees shall apply.
- E. Transfers for Convenience - If a *Commonwealth* Entity no longer has a need for previously acquired Oracle license(s), the license(s) may be transferred to another *Commonwealth* Entity.

16. **ALTERNATE CONTRACTS**

Oracle and the *Commonwealth* agree that any entity within the *Commonwealth* that has another existing agreement with Oracle (Alternate Contract) for the acquisition of *Programs* and services shall have the right to license additional *Programs* and purchase *Technical Support* Services, training and consulting services in accordance with the terms of the Alternate Contract, during its designated term or any renewal thereto. In addition, a *Commonwealth* entity may convert the terms and conditions of its Alternate Contract to the terms and conditions of this Appendix 1 and then license additional *Programs* and purchase *Technical Support* Services, training and

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

consulting services in accordance with the terms and conditions of this Appendix 1 as amended. No *Commonwealth* Entity order shall include items and/or pricing from this Appendix 1 as amended and an Alternate Contract.

17. **PRODUCTION RELEASE OF PROGRAMS**

The Contractor shall add additional Programs to or delete Programs not currently available on the Price List. Oracle is under no obligation for Programs not available under the current Price List. A revised Price List shall be incorporated upon written mutual agreement with the *Commonwealth*.

18. **LICENSE TRANSFERS**

The Commonwealth may transfer Program license(s) within its organization upon written notice to Oracle at no additional cost.

19. **TECHNICAL SUPPORT POLICIES**

The Commonwealth shall be provided Technical Support services in accordance with Oracle's Technical Support policies in effect on the date the service is ordered.

20. **ORACLE'S ORDER FORM TERMS AND CONDITIONS**

Oracle's Ordering Document (Attachment C) is hereby incorporated and attached hereto as Attachment C into the Contract. Where there is a conflict between the Ordering Document and the Contract terms, the Contract terms shall take precedence.

21. **DELIVERY PERIOD**

The Contractor will make every reasonable effort to deliver Program media within seven (7) days of order placement by the *Commonwealth*.

22. **ORACLE SUPPORT SERVICE CONTACT**

The *Commonwealth* shall be able to access the following Oracle web site address for an Oracle Support Service point of contact and phone number: <http://www.oracle.com/support/index.html?policies.html>

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*



## SECTION 2 GENERAL TERMS AND CONDITIONS

### A. APPLICABLE LAWS AND COURTS

This Appendix 1 and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### B. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 11-51 of the Virginia Public Procurement Act.

In every over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Appendix 1, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or "Order" over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

C. **ETHICS IN PUBLIC CONTRACTING**

Oracle certifies that this Appendix 1 has been made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any supplier, manufacturer or subcontractor in connection with making this Appendix 1, and that Oracle has not conferred on any public employee having official responsibility for this Appendix 1 any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Oracle certifies that it does not knowingly and will not knowingly during the performance of this Appendix 1 employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. **CHANGES TO THE APPENDIX 1**

Oracle and the Department of Information Technology may agree in writing to modify the scope of Appendix 1. An increase or decrease in the price of Appendix 1 resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of Appendix 1.

F. **DRUG-FREE WORKPLACE**

During the performance of this Appendix 1, the Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or "Order" of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this Appendix 1, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of this Appendix 1.

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G. **INSURANCE**

Oracle certifies that it will have the following insurance coverages at the time the Appendix 1 is awarded. Oracle further certifies that it, and any subcontractors, will maintain these insurance coverages during the entire term of the Appendix 1, and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. The Commonwealth of Virginia is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
4. Automobile Liability - \$500,000.

H. **PAYMENT**

1. Payment To Oracle:
  - a. Invoices for payment of license fees shall be payable 30 days from the latter of the date of delivery or the invoice received date. All invoices shall show the State Number, the *Commonwealth* "Order" Number, and Oracle's Federal Employer Identification Number.
  - b. *Technical Support* fees shall be payable annually in advance, net 30 days from the latter of the renewal date or the invoice received date; such fees will be those in effect at the beginning of the period for which the fees are paid.
  - c. All other applicable fees shall be payable 30 days from the invoice received date, and shall be deemed overdue if they remain unpaid thereafter.
  - d. Any amounts payable by the *Commonwealth* hereunder which remain unpaid after the due date shall be subject to a late charge in accordance with the prompt payment provisions of the *Code of Virginia* (Title 2.2, article 4). The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of

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offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. The license fee on the relevant Order Form(s), once paid, is non-refundable and non-cancellable, except as otherwise provided in this Appendix 1.

## 2. Payment To Subcontractors:

Pursuant to the *Code of Virginia*, Section 2.2-4354, the following shall apply:

### a. Oracle is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of Oracle's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
- (2) To notify the Commonwealth and the subcontractor(s), in writing, of Oracle's intention to withhold payment and the reason.

- b. Oracle is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of Oracle's with the subcontractor) on all amounts owed by Oracle that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier or performing under the primary. Oracle's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

## I. **ASSIGNMENT OF APPENDIX 1**

The Commonwealth may not assign this Appendix 1 to a third party (i.e., a legal entity separate from the Commonwealth) without the prior written consent of Oracle. Oracle shall not unreasonably withhold such consent. Oracle shall not assign this Appendix 1, in whole or in part, without the prior written consent of the Commonwealth. The Commonwealth shall not unreasonably withhold such consent.

## J. **TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Appendix 1 shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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### SECTION 3 SPECIAL TERMS AND CONDITIONS

1. **AUDIT**

Oracle hereby agrees to retain all books, records, and other documents relative to this Appendix 1 for two (2) years after expiration of the Appendix 1 or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. Said audit may be conducted once annually, upon reasonable written notice to Oracle, and will be conducted during normal business hours, and in a manner that is non-disruptive. Said audit shall not violate any disclosure or confidentiality agreement Oracle has with any third parties. Audit opinion and results shall not contain any Oracle trade secret or proprietary information.

2. **ADVERTISING**

Without written consent from the Commonwealth of Virginia, Department of Information Technology ("DIT"), Oracle shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

3. **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Appendix 1. A Commonwealth Entity shall not place an order in violation of Section 4-03.1.b of the Appropriation Act.

4. **THIRD PARTY ACQUISITION OF SOFTWARE**

In the event the programs licensed under the terms and conditions of this Appendix 1 are acquired by or assigned to a third party, the Program licenses shall remain subject to the terms and conditions of this Appendix 1.

5. **SUBCONTRACTS**

No portion of the work shall be subcontracted without prior written consent of the Commonwealth of Virginia, Department of Information Technology ("DIT") which consent shall not unreasonably be withheld. In the event that Oracle desires to subcontract some part of the work specified herein, Oracle shall furnish DIT the names, qualifications and experience of their proposed subcontractors. Oracle shall, however, remain fully liable and responsible for the work

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to be done by its subcontractor(s) and shall assure compliance with all requirements of the Appendix 1.

6. **PURCHASE VOLUME REPORTS**

Oracle shall furnish the Department of Information Technology reports of the total dollar volume of purchases made under this Appendix 1. The Contractor shall provide details e.g., agency name, item category, software license type, dollar amount per line item of a transaction, total dollar volume of purchases per transaction before discount and after discount, and the total number of each item ordered under Appendix 1.

- a. The first report shall be submitted within 15 days after the last day of the ninth month of each contract term and shall include all purchases made in the first nine months of this Appendix 1. This report shall be itemized for each Commonwealth Entity from which Oracle received one or more orders during the report period.
- b. The second report shall be submitted within 30 days after the last day of each Appendix 1 term and shall include all purchases made in the preceding 12-month term of Appendix 1. This report shall be itemized for each Commonwealth Entity from which Oracle received one or more orders during the report period.

*The required reports shall be provided using Microsoft Excel™ for Windows™.*

*All reports shall be delivered to the Department of Information Technology, Acquisition Services Division, 110 South 7<sup>th</sup> Street, Richmond, VA 23219*

7. **DELIVERY, SHIPPING POINT, INSTALLATION AND DISTRIBUTION**

**Delivery**

The Contractor will make every reasonable effort to deliver *Program* media, where shipment is required, within seven (7) days of order placement by the *Commonwealth*.

**Shipping Point**

FOB destination shall apply to all orders placed under this Agreement.

**Installation**

The *Commonwealth* will be responsible for installation of the software and to pay all applicable media and shipping charges. All fees due under the Ordering Document will be non-cancellable and the sums paid non-refundable, except as may be provided herein.

**Distribution**

The *Commonwealth* is responsible for distributing the software media for *Programs*, *Updates*, and *Documentation* (bound or otherwise).

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8. **WARRANTIES, DISCLAIMERS, AND REMEDIES.**

**Program Warranty**

Oracle warrants for a period of one year from the *Commencement Date* that each unmodified *Program* license will perform the functions described in the *Documentation*.

**Media Warranty**

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the *Commencement Date*.

**Services Warranty**

Oracle warrants that its *Technical Support*, training and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

9. **WARRANTY AGAINST SHUTDOWN DEVICES**

Oracle does not, as of the Effective Date of this Appendix 1, and shall not during the Term of this Appendix 1, utilize shut-off or security mechanisms within its *Programs* delivered under this Appendix 1.

10. **VIRUS**

Oracle will use reasonable efforts to test *Programs* for viruses ("Viruses"). Oracle will also maintain a master copy of the appropriate versions of the *Programs*, free of Viruses. If the Commonwealth believes a Virus may be present in the delivered *Programs*, then upon the Commonwealth's request, Oracle will provide a master copy to the Commonwealth for comparison with and correction of the Commonwealth's copy of the *Programs*.

11. **DISCLAIMERS**

Oracle does not warrant, that the *Programs* will operate in combinations other than as specified in the *Documentation* or that the operation of the *Programs* will be uninterrupted or error-free. Pre-production releases of *Programs* and computer-based training products are distributed "AS IS."

THE WARRANTIES SET FORTH IN THIS CONTRACT DO NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND TAKE THE PLACE OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

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### Exclusive Remedies

For any breach of the warranties contained in Section 3, 8., the Commonwealth's exclusive remedy, and Oracle's entire liability, shall be:

A. For Programs

The correction of *Program* errors that cause breach of the warranty, or if Oracle is unable to make the *Program* operate as warranted, Commonwealth shall be entitled to terminate the *Program* license and recover the fees paid to Oracle for the *Program* license.

B. For Media

The replacement of defective media returned within 90 days of the *Commencement Date*.

C. For Services

The re-performance of the services, or if Oracle is unable to perform the services as warranted, the Commonwealth shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

## 12. TERMINATION BY COMMONWEALTH

### Termination of Appendix 1

The *Commonwealth* may terminate Appendix 1 upon written notice if Oracle materially breaches this Appendix 1 and fails to correct the breach within 30 days following written notice specifying the breach. Such written notice shall be delivered by registered mail to Oracle Services Industry Legal Department, 1910 Oracle Way, Reston, VA 20190.

### Termination of License

The *Commonwealth* may terminate any *Program* license at any time; however, termination shall not relieve the Commonwealth's obligations specified in Section 2, I. of this Appendix 1.

## 13. TERMINATION BY ORACLE

### Termination of Appendix 1

Oracle may terminate this Appendix 1 upon written notice if the *Commonwealth* materially breaches this and fails to correct the breach within 30 days following written notice specifying the breach. Such notice shall be delivered by registered mail to the Contracts Manager, *Commonwealth* of Virginia, Department of Information Technology ("DIT").

### Termination of License

Oracle may terminate any *Program* license issued under this Appendix 1 if the licensed entity within the *Commonwealth* materially breaches the license rights and restrictions set forth herein and fails to correct the breach within 30 days following written notice specifying the breach. Such notice shall be delivered by registered mail to the Purchasing Department of the *Commonwealth*

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entity. A copy of the notice shall also be delivered by registered mail to the Contracts Manager, *Commonwealth* of Virginia, Department of Information Technology ("DIT").

#### 14. **EFFECT OF TERMINATION**

Termination of this Appendix 1 or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve any *Commonwealth* entity's obligation to pay all fees that have accrued or are otherwise owed by the *Commonwealth* under any Order Form. Upon termination, the *Commonwealth* shall cease using, and shall return or destroy, all copies of the applicable *Programs*.

Each license granted hereunder shall remain in effect perpetually, unless terminated as provided herein.

#### 15. **CONFIDENTIAL INFORMATION**

By virtue of this Appendix 1, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the *Programs* and all information clearly identified as confidential, unless otherwise required by the *Commonwealth's* Freedom of Information Act. The terms of this Appendix 1, including pricing, shall not be deemed Confidential Information.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. The *Commonwealth* shall not disclose the results of any benchmark tests of the *Programs* to any third party without Oracle's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Appendix 1 and for a period of two years after termination of this Appendix 1. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Appendix 1. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Appendix 1.

#### 16. **NOTICES**

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when delivered by registered mail to the Contracts Manager, Department of Information Technology, Acquisition Services Division, 110 South 7<sup>th</sup> Street, Richmond, Virginia 23219 (the *Commonwealth*) and, if applicable, to the first address,

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attention "Purchasing Department", listed in the relevant Order Form (if to a *Commonwealth* entity) or to the Oracle address on the Order Form (if to Oracle).

To expedite order processing, the Commonwealth agrees that Oracle may treat documents faxed by the Commonwealth to Oracle as original documents; nevertheless, either party may require the other to exchange original signed documents.

17. **LIMITATION OF LIABILITY**

In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in Contract or tort, even if the other party has been advised of the possibility of such damages. Oracle's liability for damages hereunder shall in no event exceed the amount of fees paid by any entity within the *Commonwealth* under this Appendix 1, and if such damages result from the applicable ordering entity's use of the *Program* or services, such liability shall be limited to fees paid for the relevant *Program* or services giving rise to the liability.

The provisions of this Appendix 1 allocate the risks between Oracle and the Commonwealth. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

18. **SEVERABILITY**

If any provision of this Appendix 1 is held to be invalid or unenforceable, the remaining provisions of this will remain in full force.

19. **WAIVER**

The waiver by either party of any default or breach of this Appendix 1 shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of Oracle's proprietary rights in the *Programs*, no action, regardless of form, arising out of this Appendix 1 may be brought by either party more than two years after the cause of action has accrued.

20. **EXPORT ADMINISTRATION**

The Commonwealth agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the *Programs* nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

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21. **INFRINGEMENT INDEMNITY**

Oracle will defend and indemnify the Commonwealth against a claim that the *Programs* infringe a copyright or patent or other intellectual property right, provided that: (a) the Commonwealth notifies Oracle in writing within 30 days of the claim; (b) Oracle has sole control of the defense and all related settlement negotiations *to the extent permitted by applicable law of the Commonwealth of Virginia*; and (c) the Commonwealth provides Oracle with the assistance, information and authority necessary to perform Oracle's obligations under this Section. Oracle will reimburse the Commonwealth's reasonable out-of-pocket expenses incurred in providing such assistance. Oracle shall have no liability for any claim of infringement based on use of a superseded or altered release of *Programs* if the infringement would have been avoided by the use of a current unaltered release of the *Programs* which Oracle provides to the Commonwealth.

If the *Programs* are held or are believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the *Programs* to be non-infringing; or (b) obtain for the Commonwealth a license to continue using the *Programs*. If it is not commercially reasonable to perform either of the above options, then Oracle may terminate the license for the infringing *Programs* and refund the license fees paid for those *Programs*. This Section states Oracle's entire liability and the Commonwealth's exclusive remedy for infringement.

22. **ENTIRE CONTRACT**

This Appendix 1 as amended constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Appendix 1. This Appendix 1 may not be modified or amended except in a writing signed by a duly authorized representative of Oracle Corporation and the Commonwealth of Virginia, Department of Information Technology; no other act, document, usage or custom shall be deemed to amend or modify this Appendix 1.

It is expressly agreed that the terms of this Appendix 1 shall supersede the terms in any Commonwealth "Order", Oracle Ordering Document, or any other ordering document. This Appendix 1 shall also supersede all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Oracle-furnished software and any such software shall be licensed under the terms of this Appendix 1.

23. **CONTRACTOR'S REPORT OF SALES**

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Appendix 1 by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as

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delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

#### 24. **INDUSTRIAL FUNDING ADJUSTMENT**

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph 23, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of " number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Appendix 1. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Appendix 1 for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Appendix 1.

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## SECTION 4 PRICING

### 1. **PRICE LIST**

“Price List” is defined as the Oracle E-Business Global Price List, dated January 11, 2002, (Attachment A). Oracle shall add additional *Programs* to or delete *Programs* not currently available from the Price List. Oracle is under no obligation for *Programs* not available under the current Price List. A revised price list shall be incorporated upon written mutual agreement with the Commonwealth.

### 2. **DISCOUNTS**

The percentage of discount off of the attached price list (Attachment A) shall be on a “per transaction” basis from the E-Business Discount Schedule below and shall apply to both Licenses and Technical Support/Updates:

#### E-BUSINESS DISCOUNT SCHEDULE

<u>Transaction Band</u> <u>List License + List Support</u>	<u>E-Business License &amp; Support Discounts</u>
\$0 - \$100,000	23.5%
\$100,001 - \$250,000	28.6%
\$250,001 - \$375,000	33.7%
\$375,001 - \$1,000,000	38.8%

### 3. **ORACLE PROMOTIONS**

Oracle may, at its sole discretion, offer temporary license and/or *Technical Support* promotions to the *Commonwealth*, and if accepted by the *Commonwealth*, shall remain in effect during the period of the promotion only. If Oracle offers a temporary promotion to an entity within the *Commonwealth*, then Oracle will offer that promotion to the entire *Commonwealth*.

### 4. **ORDERS**

When placing Orders under this Appendix 1, the *Commonwealth* may use one of the following ordering methods along with a completed Oracle Ordering Document (Attachment C).

- A. Purchase Order
- B. Delivery Order
- C. Orders processed through eVA

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5. **TECHNICAL SUPPORT/UPDATE SUBSCRIPTION SERVICES.**

For the Term of this Appendix 1, the Commonwealth shall be provided Technical Support services in accordance with Oracle's Technical Support policies in effect on the date the service is ordered.

6. **EDUCATION (TRAINING) SERVICES**

1) **SCOPE**

- a. Oracle shall provide training which is necessary to permit Commonwealth of Virginia users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this contract.
- b. Oracle shall provide instructor-led training at an Oracle Education Center and/or at the Commonwealth of Virginia's location, as agreed to by Oracle and the Commonwealth of Virginia. When classes are conducted at the Commonwealth of Virginia's location, referred to as "on site," the Commonwealth of Virginia must provide and maintain an appropriate training facility. An appropriate training facility consists of a classroom with a projection capability and screen, a whiteboard or flip chart, a computer workstation for the instructor, at least one computer workstation for every two students (except for "hands-on laboratories") and access to a server with the properly configured Oracle software and installed training exercises. Oracle will provide courseware and documentation.

2) **ORDER**

A written order shall be the basis for the purchase of training in accordance with the terms of this contract. The written order shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3) **TIME OF DELIVERY**

Oracle shall conduct classroom training at the day/month/time agreed between Oracle and the Commonwealth of Virginia.

4) **CANCELLATION AND RESCHEDULING**

- a. The Commonwealth of Virginia will notify Oracle at least five (5) business days before the scheduled training date, if a student will be unable to attend a class conducted at an Oracle Education Center. Oracle will then permit the Commonwealth of Virginia to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Commonwealth of Virginia will modify its original training order to specify the time and date of the rescheduled training class.

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- b. In the event the Commonwealth of Virginia fails to cancel or reschedule an Oracle Education Center training course within the time frame specified in paragraph a, above, the Commonwealth of Virginia will be liable for 50% of the course fee if the seat cannot be filled by another student. If cancellation or rescheduling notice occurs within three (3) business days of the class date, the Commonwealth of Virginia will be liable for 100% of the course fee.
- c. The Commonwealth of Virginia will notify Oracle at least ten (10) business days before the scheduled training date, if an on-site class can no longer be hosted at a Commonwealth of Virginia location. Oracle will then permit the Commonwealth of Virginia to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Commonwealth of Virginia will modify its original training order to specify the time and date of the rescheduled training class.
- d. In the event the Commonwealth of Virginia fails to cancel or reschedule an on-site class within 10 business days, the Commonwealth of Virginia will be liable for 50% of the entire class fee.
- e. The Commonwealth of Virginia reserves the right to substitute one student for another student up to the first day of class.
- f. In the event Oracle is unable to conduct classroom training on the date agreed to by Oracle and the Commonwealth of Virginia, Oracle must notify the Commonwealth of Virginia at least three (3) business days before the scheduled training date.

5) **LIABILITY FOR INJURY OR DAMAGE**

Oracle shall not be liable for any injury to the students, or damage to Commonwealth of Virginia property arising from Oracle-provided classroom training, unless such injury or damage is due to the fault or negligence of Oracle.

6) **PURCHASE PRICE FOR CLASSROOM TRAINING**

The price that the Commonwealth of Virginia will be charged for a single student day of training (an Education Unit) at an Oracle Education Center is \$350 per student. The units required for on-site training conducted at a Commonwealth of Virginia location are the following levels:

<u>Class Size</u>	<u># of Education Units/Course Day</u>
up to 18 students	10 units
19-21 students	11 units
22-24 students	12 units

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Instructor travel and living expenses are in addition to these fees per course day and such said expenses shall be reimbursed at the rates as specified in the Commonwealth's State Travel Guidelines.

In the event that the Commonwealth of Virginia cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by the Commonwealth of Virginia activity for an additional three (3) Education Units. This is in addition to the "Number of Education Units per Course Day" charged listed above.

Education Units may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering. Education Units are purchased in advance and remain valid for one (1) year from the date of purchase.

Volume purchases of Education Units on a single order are eligible for the following prices:

<u>Number of Units</u>	<u>Unit Price</u>
1-24	\$350
25-49	\$339
50 and over	\$327

**7) INVOICES AND PAYMENT**

Invoices for training shall be submitted by Oracle after completion of the training course. Charges for classroom training shall be payable 30 days from the date of the invoice.

**8) FORMAT AND CONTENT OF CLASSROOM TRAINING**

Oracle shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Documentation will become the property of the student upon completion of the training class. For hands-on laboratory, there is a one-to-one assignment of computer workstations to students. Oracle shall provide each student with a class Certificate at the completion of each training course.

**9) CURRENT STANDARD COURSES**

Current standard courses are available at the various Oracle Education Centers and are listed in Oracle's current U.S. Education Services Schedule and Catalog. Call the Education Services Hotline at 1-800-633-0575 for further information or at the Oracle Education Web Site "<http://education.oracle.com>."

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## ORACLE TRAINING (EDUCATION) PRICE LIST

<b><u>Courses at Oracle Education Centers</u></b>	<b><u>Price/Education Unit</u></b>
Education Units	\$350 Per Unit
<b><u>Education Units – Quantity Purchase</u></b>	<b><u>Number of Units/Day</u></b>
For 25 to 49 Units	\$339 Per Unit
For 50 Units and Over	\$327 Per Unit
<b><u>Courses at Commonwealth Sites (“On-Site”)</u></b>	<b><u>Number of Units/Day</u></b>
<b>*On-Site Education Courses</b>	
1. Up to 18 Students	10 Units Per Day
2. 19 to 21 Students	11 Units Per Day
3. 22 to 24 Students	12 Units Per Day
<b>*Specific Facility Requirements Apply.</b>	
<b>Use of Oracle Education Facility For specific course</b>	3 Units Per Day
<b><u>Cancellation Charges for On-Site Classes Prior To The Start Date of the Class</u></b>	
1. At least 10 Days Notice	No Charge (if 10 days notice is given)
2. Notice not provided within 10 Business Days	50% Charge of the Course Fee
<b><u>Cancellation Charges for Classes to be held at Oracle Education Center</u></b>	
1. At least 5 Days Notice Required if:	
a) Student is unable to attend scheduled class; or	No Charge (if 5 days notice given, Commonwealth may substitute one student for another student up to the first day of class and/or cancel or reschedule)
b) Commonwealth fails to cancel or reschedule within 5 Days Notice of scheduled class	50% Charge of the Course Fee
2. If Cancellation or Rescheduling Notice occurs within 3 business days of class date	100% of the Course Fee
<b>Oracle cancels classroom training on the agreed upon date</b>	Oracle must notify the Commonwealth At least 3 business days before the scheduled class.

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

## 7. **CONSULTING SERVICES**

- 1) The Commonwealth may acquire Time and Materials Consulting Services at the below-listed hourly rates and in accordance with the provisions of Modification #7 and the Agreement.

<u>Category</u>	Hourly Rate (For Orders Under \$156,000)	Hourly Rate (For Orders Over \$156,000)
Senior Practice Director	\$360.00	\$349.00
Practice/Tech Director	\$328.00	\$319.00
Technical Manager	\$307.00	\$298.00
Practice Manager	\$307.00	\$298.00
Sr. Principal	\$262.00	\$255.00
Managing Principal	\$262.00	\$255.00
Principal	\$228.00	\$221.00
Senior	\$188.00	\$181.00
Staff	\$162.00	\$158.00
Associate	\$118.00	\$114.00
Admin	\$ 48.00	\$ 47.00

- 2) The stated hourly rates do not include travel and travel related expenses which shall be governed in accordance with Commonwealth's State's Travel Guidelines.
- 3) The Commonwealth acknowledges that the above Consulting Services are offered separately from any Program licenses acquired under this Agreement. The Commonwealth understands that it has the right to acquire said Program licenses without acquiring Consulting Services, and may acquire Consulting Services without acquiring Program licenses.
- 4) Position Descriptions for each Consulting Service Category is listed below:

### **CONSULTING SERVICES CATEGORY DESCRIPTIONS**

#### **A. ASSOCIATE /Level 2**

Level 2 Consultants participate in the analysis, design, development, testing, and implementation of Oracle-based solutions. They should have a basic understanding of appropriate components of Oracle Method, its supporting techniques (e.g.. data and function modeling), and of relevant Oracle products. Level 2 Consultants are expected to display clear and effective verbal and written communications skills during interactions with clients, OS management, and team members. They are encouraged to seek and assist in implementation delivery tasks within their area of product training. In addition, Level

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2 Consultants in Application Consulting should attain and demonstrate strong ability to participate in the implementation of at least 3 different Oracle applications.

**B. STAFF/Level 3**

Level 3 Consultants participate in the analysis, design, development, testing, and implementation of Oracle-based solutions. They should have a strong understanding of appropriate components of Oracle Method, its supporting techniques (e.g., data and function modeling), and of relevant Oracle products. They should also possess a solid understanding Oracle Services' lines of business, organization, policies, and procedures. Level 3 Consultants are expected to display clear and effective verbal and written communications skills during interactions with clients, OS management, and team members. They are encouraged to seek and undertake project-lead responsibilities for manager-defined tasks. In addition, Level 3 Consultants in Application Consulting should attain and demonstrate strong ability to participate in the implementation of at least 3 different Oracle applications.

**C. SENIOR/Level 4**

Level 4 Consultants should play a leadership role in the development and implementation of innovative solutions to solve complex technical and business issues. While maintaining focus on quality deliverables, Level 4 Consultants must be able to do the following: effectively manage project tasks to which they are assigned, participate in proposal development, prepare/deliver presentations, provide guidance and direction to junior consultants, and contribute to the improvement of the practice's intellectual capital. Level 4 Consultants should also possess a strong understanding of and utilize appropriate components of Oracle Method, especially those related to Oracle's Application Implementation Methodology (AIM). Solid understanding of basic business concepts and practices is also a must.

**D. PRINCIPAL/Level 5**

Level 5 Consultants are responsible for solving technical issues with an understanding of clients' business environment and practices. Level 5 Consultants should take on project management responsibilities, assist in development of staff, and support the sales of services. They should display leadership abilities in the development of strategy deliverables as well as analysis, design, build, and implementation deliverables. Level 5 Consultants are also responsible for the following: effectively manage project tasks and teams to which they are assigned, participate in proposal development, prepare/deliver presentations, provide guidance and direction to junior consultants, and contribute to the improvement of the practice's intellectual capital. Level 5 Consultants should also demonstrate and utilize expert understanding of appropriate components of Oracle

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Method, especially those related to the Application Implementation Methodology (AIM). Solid understanding of business concepts and practices is a must.

E. MANAGING PRINCIPAL/Level 6M

Level 6M Consultants are responsible for the development of bids and the management of projects, including quality of deliverables and the delivery of those deliverables on-time and within budget. In execution of these responsibilities, Level 6M Consultants should demonstrate excellent managerial skills including but not limited to the following areas: delegation, team development, personnel development, performance management, and discipline. All Level 6M Consultants in Application Consulting should possess solid working knowledge of Oracle and 3rd party technology applicable to application engagements at Oracle. Level 6M Consultants should also demonstrate and utilize expert understanding of appropriate components of Oracle Method, especially those related to application implementation. Level 6M Consultants should already possess an area of specialty within a business area, industry, or technology.

F. SENIOR PRINCIPAL/Level 6T

Level 6T Consultants are responsible for the development of advanced and high quality deliverables, on-time and within budget, and for contributions to client and bid development efforts. In execution of these responsibilities, Level 6T Consultants should demonstrate superior technical skills including but not limited to the following areas: understanding and applying knowledge about technology trends, understanding and leveraging expert knowledge about relevant Oracle and 3rd party technology, designing and developing superior technical approaches and solutions which satisfy clients' business needs, and creation and implementation of innovative and useful tools to be used by Oracle Services. Level 6T Consultants should also display solid ability to delegate, supervise, and develop junior consultants. Level 6T Consultants should also demonstrate and utilize expert understanding of appropriate components of Oracle Method, especially those related to application consulting. Level 6T Consultants should already possess an area of specialty within a business area, industry, or technology.

G. PRACTICE MANAGER/Level 7M

Level 7M Consultants possess a working knowledge of relevant Oracle and 3rd party technology and a strong understanding of a line of business or industry. Level 7M Consultants should demonstrate excellent managerial skills including but not limited to the following areas: delegation, team development, personnel development, performance management, and discipline.

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**H. TECHNICAL MANAGER/Level 7T**

Level 7T Consultants are leading industry figures. They are adept at working with executives (e.g. Chief Information Officers) to develop strategies and goals for the deployment of advanced information technology. Level 7T Consultants possess the highest level of technical expertise within Oracle Services. They should be able to demonstrate expert level abilities with current and upcoming technology within Application Consulting and receive acknowledgment as subject matter experts from their peers, clients, and industry.

**I. ADMIN**

Administrative consultants are typically responsible for assisting in the daily management of the project. Administrative consultant responsibilities may include establishing and maintaining the Quality Plan, project standards, and project procedures, monitoring and performing analysis of risks, issues, and problems for trends requiring project manager corrective action, performance of coordination and communication functions within the project organization, orienting new project members to the project environment, policies and procedures, recording and distributing minutes, decisions and actions from management meetings, and maintaining information on project staff such as qualifications, training, telephone and address, project assignment history, and other pertinent information.

**J. PRACTICE /TECH DIRECTOR/Level 8M**

Level 8M Consultants possess significant experience with relevant Oracle and 3rd party technology and a strong understanding of several lines of business or industries. Level 8M Consultants work successfully with other teams and partners and help lead organizations to create and align themselves around their strategic vision. Level 8M Consultants should demonstrate advanced managerial skills including but not limited to the following areas: change management, stakeholder management and team development, personnel development, performance management, and discipline.

**K. SENIOR PRACTICE DIRECTOR/Level 9M**

Level 9M Consultants possess strong, collaborative knowledge of relevant Oracle and 3rd party technology and a strong understanding of a line of business or industry. Level 9M Consultants build and maintain strong collaborative partnerships with other team leaders, customers and external partners. Level 9M Consultants clarify and share best methods for performing work within teams across organizational boundaries and apply an understanding to help improve collaboration among teams. Level 9M Consultants develop specific action plans and milestones with teams to

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implement identified strategies and lead efforts to improve major systems, core work processes, practices and policies.

5) ORDERS.

Consulting Services shall be provided upon receipt, by Oracle, of a Purchase Order and a mutually agreed upon Statement of Work which includes:

- a) An Upper Level Project Plan which shall detail the manner in which T&M Consulting Services will be provided and which shall include an estimated time schedule and work product.
  - unless the Oracle Consulting Services are being utilized as staff augmentation, or
  - unless the *Commonwealth Entity* and Oracle agree the defined scope of services can reasonably be fulfilled for less than \$15,000, in which case a high level project plan is not required;
- b) The Consulting Service Category(ies) and estimated man hours per Consulting Service Category; and
- c) The scope of travel and travel-related expenses for which the *Commonwealth Entity* shall be responsible.

6) CHANGE REQUESTS.

Any subsequent change in previously agreed to Consulting Services must be in writing and mutually agreed to by the *Commonwealth Entity* and Oracle. This requirement pertains to all such change requests including but not limited to requests for changes in project plans, scope, specifications, schedule, designs, requirements, and/or labor mix.

7) COOPERATION.

The *Commonwealth Entity* acknowledges that its timely provision of *Access* to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively "Cooperation") are essential to performance of any Consulting Services, and that Oracle shall not be liable for any deficiency in performing Consulting Services if such deficiency results from the *Commonwealth Entity's* failure to provide full Cooperation.

*Terms with the initial letter capitalized and which are italicized shall have the same meaning as defined in Attachment F.*

8) TRAVEL AND TRAVEL-RELATED EXPENSES.

Travel and travel-related expenses are not included in the Consulting Services hourly rates set forth in #1 above. The *Commonwealth Entity* and Oracle shall mutually agree on the scope of reasonable travel and travel-related expenses based upon the *Commonwealth's* State Travel Guidelines (Attachment G) for which the *Commonwealth Entity* shall be responsible. At the *Commonwealth Entity's* option, it may elect to make some travel arrangements (examples: air travel, hotel, rental cars, etc.) on a direct bill basis. The *Commonwealth Entity* and Oracle may mutually agree to establish maximum reimbursable rates based upon the Commonwealth's State Travel Guidelines for some or all travel and travel-related expenses. The scope of reasonable travel and travel-related expenses for which the *Commonwealth Entity* shall be responsible must be included in the Statement of Work set forth in #5 above. Only reasonable coach air travel and/or compact car rental (if required) will be reimbursed by the *Commonwealth Entity*.

9) PAYMENT TYPE

The Consulting Services specified above are provided on a time and materials basis; that is, the *Commonwealth Entity* shall pay Oracle for all of the time spent performing such Consulting Services, plus materials, and reasonable travel and travel-related expenses. Any Oracle estimates related to the Consulting Services for projected work products and estimated schedules under this Contract are intended only to be an estimate for the *Commonwealth Entity's* budgeting and Oracle's resources scheduling purposes and shall not affect payment for services performed. Except as otherwise set forth in the Statement of Work, the estimate does not include materials, reasonable travel and travel-related expenses. Once fees for Consulting Services reach this estimate, Oracle will cooperate with the *Commonwealth Entity* to provide continuing Consulting Services on a time and materials basis.

10) INVOICING

All fees and expenses will be invoiced monthly and will be payable within thirty (30) days of the invoice received date. In order to qualify for payment, all invoiced fees for travel and travel-related expenses shall be accompanied by original receipts unless otherwise mutually agreed and documented in the relevant Statement of Work.



**E-Business Global Price List**  
**January 11, 2002**



## Oracle Database

	Named User License	Processor License
<b>Database Products</b>		
<b>Oracle Database</b>		
Standard Edition <sup>6</sup>	300	15,000
Enterprise Edition <sup>1</sup>	800	40,000
Personal Edition	400	-
Lite	100	-
<b>Enterprise Edition Options: <sup>2</sup></b>		
Real Application Clusters	400	20,000
Partitioning	200	10,000
OLAP	400	20,000
Data Mining	400	20,000
Spatial	200	10,000
Advanced Security	200	10,000
Label Security	200	10,000
<b>Enterprise Managers: <sup>2</sup></b>		
Diagnostics Pack	20	1,000
Tuning Pack	20	1,000
Change Management Pack	20	1,000
Management Pack for SAP R/3	20	1,000
<b>Internet Application Server <sup>1</sup></b>		
Standard Edition	200	10,000
Enterprise Edition	400	20,000
<b>Internet Application Server Enterprise Edition Options: <sup>3</sup></b>		
Personalization	200	10,000
Wireless Option <sup>5</sup>	200	10,000
<b>Tools</b>		
Internet Developer Suite	5,000	-
Discoverer Desktop Edition	1,000	-
Programmer	1,000	-
<b>Other Server Products</b>		
Message Broker <sup>1</sup>	200	10,000
<b>Data Warehousing Products</b>		
Pure Name & Address (North America)	-	20,000
Pure Name & Address (Latin America)	-	20,000
Pure Name & Address (EMEA)	-	20,000
Pure Name & Address (APAC)	-	20,000
Express Server	800	40,000
Express Analyzer	800	-
Express Objects	5,000	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

**Available on All Products on this page only:**

1-Year Hosting Term License at 20% of Perpetual License (subject to Oracle management approval)

## Oracle Database

	Named User License	Computer License
<b>Integration Products</b>		
Open System Gateways	-	15,000
Mainframe Integration Gateways	-	95,000
Enterprise Integration Gateways	-	35,000
EDA/SQL Gateways	-	120,000
Each Additional EDA/SQL Driver	-	60,000
InterConnect Adapters <sup>4</sup>	30,000	-

<sup>1</sup> If licensing by Named User, the minimum is 10 Named Users per Processor.

<sup>2</sup> Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.

<sup>3</sup> Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server.

<sup>4</sup> InterConnect Adapters are licensed per Adapter. The package contains the following adapters: PeopleSoft, SAP, CICS, and FTP.

<sup>5</sup> Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for Administration Services, subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>

<sup>6</sup> Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User, the minimum is 5 Named Users.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

**Available on All Products on this page only:**

1-Year Hosting Term License at 20% of Perpetual License (subject to Oracle management approval)

## Oracle Rdb

	Named User License	Processor License
<b>Rdb Products</b>		
<b>Rdb Server Products <sup>1</sup></b>		
Rdb Enterprise Edition	800	40,000
CODASYL DBMS	800	-
<b>Rdb Server Options:</b>		
TRACE/Expert <sup>2,3</sup>	100	5,000
Power Utilities <sup>2</sup>	200	10,000
<b>Rdb Development, Query and Reporting Tools</b>		
Programmer for Rdb <sup>4</sup>	1,000	-
RALLY	5,000	-
CDD/ Repository	5,000	-
RALLY Client	600	-
Enterprise Manager DBA Pack for Rdb	-	200
CDD/R Runtime <sup>5</sup>	-	5,000

<sup>1</sup> If licensing by Named User, the minimum is 10 Named Users per Processor.

<sup>2</sup> Rdb Server Options must match the number of licenses of the associated database.

<sup>3</sup> TRACE/Expert may also be licensed with CODASYL DBMS.

<sup>4</sup> Oracle precompilers supported via SQL\*Net for Rdb for use across Oracle & Rdb Servers.

<sup>5</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

## Oracle E-Business Suite

	License Price	Licensing Metric	Minimum
<b>Applications</b>			
<b>Marketing</b>			
Marketing Online	4,995	Application User	10
Option: Advanced Marketing Online	2,995	Application User	10
Option: Trade Management	2,995	Application User	10
Marketing Intelligence	1,495	Application User	10
<b>Sales</b>			
iStore	50,000	Processor	2
iPayment	50,000	Processor	2
TeleSales	2,995	Application User	10
Collections	1,195	Application User	10
Sales Online	3,995	Application User	10
Option: Mobile Sales	1,495	Application User	10
Option: Wireless Option for Sales	295	Application User	10
Quoting	1,195	Application User	10
Partners Online	995	Partner User	10
Sales Intelligence	1,495	Application User	10
Incentive Compensation	495	Compensated Individual	10
<b>Order Fulfillment</b>			
Order Management <sup>3</sup>	0.6000	Order Line	50,000
Option: Release Management <sup>1,3</sup>	0.2000	Order Line	50,000
Advanced Pricing <sup>3</sup>	0.2000	Order Line	50,000
Configurator	150,000	Processor	1
SellingPoint Mobile Configurator	4,500	Application User	10
Mobile Supply Chain Applications	2,995	Application User	5
Warehouse Management	6,995	Application User	15
<b>Supply Chain Planning</b>			
Advanced Supply Chain Planning	1,500	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	\$M Cost of Goods Sold	60
Option: Inventory Optimization <sup>1</sup>	750	\$M Cost of Goods Sold	60
Global Order Promising	300	\$M Cost of Goods Sold	60
Demand Planning	600	\$M Cost of Goods Sold	60
Supply Chain Intelligence	500	\$M Cost of Goods Sold	60
Supply Chain Exchange <sup>6,10</sup>	1,500	\$M Cost of Goods Sold	60
<b>Procurement</b>			
Purchasing <sup>2</sup>	3,995	Application User	5
iProcurement	5	Purchase Line	5,000
Purchasing Intelligence	3.00	Purchase Line	5,000
iSupplier Portal	1.00	Purchase Line	5,000
Exchange Marketplace <sup>6</sup>	5,000	\$M Annual Transaction Volume	300
Sourcing <sup>10</sup>	5,000	\$M Annual Transaction Volume	20
<b>Manufacturing</b>			
Discrete Manufacturing <sup>2</sup>	3,995	Application User	10
Option: Flow Manufacturing <sup>1</sup>	2,995	Application User	10
Option: Manufacturing Scheduling <sup>1</sup>	1,495	Application User	10
Process Manufacturing <sup>2</sup>	3,995	Application User	10
Manufacturing Intelligence	995	Application User	10
Shop Floor Management	4,995	\$M Cost of Goods Sold	30
<b>Maintenance Management</b>			
Enterprise Asset Management (Price approved in advance of availability)	5,995	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

**Available on all e-Business Suite products:**

Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for

Administration Services, subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>

## Oracle E-Business Suite

	License Price	Licensing Metric	Minimum
<b>Service</b>			
iSupport	50,000	Processor	2
TeleService	2,995	Application User	10
Service Online	2,995	Application User	10
Option: Depot Repair	995	Application User	10
Option: Spares Management	995	Application User	10
Option: Wireless Option for Service	595	Application User	10
Advanced Service Online (Price approved in advance of availability)	3,995	Application User	10
Advanced Scheduler	695	Field Technician	10
Mobile Field Service	1,995	Field Technician	10
Quality Online	2,995	Application User	10
Service Intelligence	1,495	Application User	10
Customer Intelligence	50	Employee	100
CRM Data Model	4,995	Application User	10
<b>Contracts</b>			
Sales Contracts (Price approved in advance of availability)	5,995	Application User	10
Service Contracts	5,995	Application User	10
Rights Contracts	5,995	Application User	10
Project Contracts	5,995	Application User	10
Contracts Intelligence (Price approved in advance of availability)	1,495	Application User	10
<b>Projects</b>			
Project Costing <sup>2</sup>	3,995	Application User	5
Project Billing	2,995	Application User	5
Internet Time	125	Application User	50
Project Resource Management	395	Person	25
Product Development Exchange <sup>6</sup>	1,995	Application User	250
CADView-3D (Price approved in advance of availability)	995	Application User	100
<b>Financial</b>			
Financials <sup>2</sup>	3,995	Application User	5
Treasury	24,995	Application User	4
Financials & Sales Analyzers	1,495	Application User	5
Internet Expenses	5	Expense Report	1,000
iReceivables	50	1K Invoice Line	20
Financials Intelligence	50	Employee	100
Activity Based Management	95	Employee	500
Balanced Scorecard	95	Employee	500
<b>Human Resources</b>			
Human Resources	60	Person	100
Self-Service Human Resources	25	Person	100
Payroll	60	Person	500
Time and Labor	35	Person	100
Advanced Benefits	40	Person	500
HR Intelligence	25	Person	100
Training Administration	30	Trainee	100
<b>Other</b>			
Tutor for Applications <sup>5</sup>	495	Application User	5
Self-Service Tutor for Applications <sup>5</sup>	20	Employee	5
EDI Gateway	29,995	Computer	1
Applications Read-Only User	1,495	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Rights Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)			
iLearning <sup>4</sup>	30	Trainee	5,000

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

**Available on all e-Business Suite products:**

Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for

Administration Services, subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>

## Oracle E-Business Suite

	License Price	Licensing Metric	Minimum
<b>Application Technologies</b>			
<b>Interaction Center</b>			
Advanced Inbound	995	Workstation	50
Advanced Outbound	995	Workstation	50
Scripting	595	Workstation	50
eMail Center	1,995	Workstation	50
Interaction Center Intelligence	595	Workstation	50
iMeeting (price approved in advance of availability)	50,000	Processor	2
<b>Vertical Applications</b>			
<b>Communications/Utilities</b>			
CRL Financial Management <sup>8</sup>	249,995	Module	1
	0.2500	Per Subscriber Thereafter	1
Network Logistics (Network Asset Tracking) <sup>8</sup>	249,995	1st 200,000 Subscribers	1
	0.5000	Per Subscriber Thereafter	1
Telco Provisioning <sup>8</sup>	249,995	Module	1
	1.50	Per Subscriber Thereafter	1
Number Portability <sup>8</sup>	249,995	Module	1
	10	Ported Number/Year	1
<b>Public Sector/University</b>			
Student System	115	Student	2,500
Grants	3,995	Application User	5
<b>Financial Services</b>			
Performance Analyzer	70	Employee	1,000
Transfer Pricing	70	Employee	1,000
Transfer Pricing Online	750	Application User	5
Budgeting and Planning	3,000	Application User	5
Risk Manager	60	Employee	1,000
Financial Data Manager	200,000	Computer	1
Financial Services Provisioning	0.2000	Service Order Line	50,000
<b>Health Care</b>			
Clinical	15,000	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	3,000	Application User	5
Remote Data Capture <sup>9</sup>	9	CRF Page	10,000
Thesaurus Management System <sup>7</sup>	9,000	Application User	1
Thesaurus Management System - Read-Only <sup>7</sup>	1,000	Application Read-Only User	5

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

**Available on all e-Business Suite products:**

Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for

Administration Services, subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>

## Oracle E-Business Suite

- <sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.
- <sup>2</sup> Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- <sup>3</sup> If the revenue per order line (= company's annual revenue divided by the number of annual order lines) is between \$50.00 & \$74.99, the price per order line is 0.4000 for Order Management, 0.1400 for Release Management and 0.1400 for Advanced Pricing. Between \$25.00 & \$49.99, it is 0.2000 for OM, 0.0700 for RM and for AP. Between \$0.0001 & \$24.99, it is 0.1000 for OM, 0.0300 for RM and for AP. If the revenue per order line is greater than \$75, equal to \$0 or unknown, the price per order line is 0.6000 for OM, 0.2000 for RM and for AP.
- <sup>4</sup> Must be hosted by Oracle, the hosting fee is 5% of Perpetual License per month (2% for Computer Services and 3% for Administration Services), subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>
- <sup>5</sup> The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- <sup>6</sup> This product requires HQAPP approval.
- <sup>7</sup> If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- <sup>8</sup> Customers must pay for both the module and the subscriber/workstation fee.
- <sup>9</sup> Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.
- <sup>10</sup> Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>

## Oracle Education Subscription

	Subscription	Licensing Metric	Frequency	Minimum
Learning Network <sup>1</sup>	349	Hosted Named User	Yearly	1
	99	Hosted Named User	3 Months	1
iLearning <sup>2</sup>	4	Hosted Named User	Monthly	5,000

<sup>1</sup> Terms of use are described in the online Professional Subscription Agreement.

<sup>2</sup> At the minimum, the customer must license a number of Named Users and Months that are equal to USD \$5,000 or the equivalent currency.



## DEFINITIONS

**Named User:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a Named User in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

**Processor:** shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by your third party users.

**Application User:** is defined as an individual authorized by you to use the application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

**Application Read-Only User:** is defined as an individual authorized by you to run only queries or reports against application programs for which you have acquired Applications User licenses.

**Adapter:** is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Oracle programs.

**Annual Transaction Volume:** is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

**Case Report Form (CRF) Page:** is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

**Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

**Computer:** is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

**Cost of Goods Sold:** is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

**Employee:** is defined as an active employee of yours. *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.)*

**Entry:** is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

**Expense Report:** is defined as the total number of expense reports processed by the iExpenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

**Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by you to the field using the programs.

**Hosted Named User:** is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**Invoice Line:** is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

**Module:** is defined as each production database running the programs.

**Order Line:** is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from us.

**Partner User:** is defined as an individual authorized by you to use the Oracle Partners Online program which is installed on a single server or on multiple servers regardless of whether the individual is actively using the Oracle Partners Online program at any given time.

**Person:** is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Ported Number:** is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

**Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For iSupplier Portal and Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through each of those applications. This does not include communication on the same P.O.. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for iProcurement could be a smaller number than for iSupplier Portal).

**Service Order Line:** is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from us.

**Stockkeeping Unit (SKU):** is defined as an inventory item at a particular geographic location. For example, one product stocked at the plant and at six different distribution centers would represent seven SKUs.

**Student:** is defined as any named user enrolled in the University.

**Subscriber:** is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

**Suite:** is defined as all the functional software components described in the product documentation.

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.

**Workstation:** is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

**\$M in Revenue:** is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

## GENERAL LICENSING RULES

### TERM DESIGNATION

If your Program License does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

**4 Year Term:** A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.

**2 Year Term:** A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.

**1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the program license shall terminate. A program license specifying a 1 Year Term may only be used for providing internet hosting services.

## ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Updates Subscription Service to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Premium Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the internal Sales Support website at <http://marketing.us.oracle.com> and select Support Marketing.

### Updates Subscription Service

Updates Subscription Service is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription. Updates are 15% of list Perpetual license fees.

### Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Product Support is an annual fee and is priced at 7% of list perpetual license fees. Updates Subscription Service is a prerequisite.

### Premium Support

Premium Support is designed to provide an enhanced level of support to Oracle customers. Premium Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Premium Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Premium Support information and pricing.

### Incident Support

Incident Support is a web based incident pack support model through which technical support is available in packages of 10 incidents at a cost of 1,800 USA (Dollar). This service is available for the following products, across all platforms:

- Oracle Database Standard Edition
- Oracle Database Personal Edition
- Oracle Database Lite

With the purchase of Incident Support, customers will receive access to OracleMetaLink which provides access to 24x7 web-based technical support and Technical Assistance Request access via the web.

### Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>



**E-Business Global Price List Supplement**  
**January 11, 2002**

## Included and Prerequisite Products

Certain Oracle products may need other Oracle products to be installed as a prerequisite for their operation. The following is a guide to products which are shipped with the license and products which require a separate license purchase. It is the responsibility of the Sales Representative and Contract Administrator to specify products included with a license but requiring separate order. Version numbers are indicated only where there is a specific license dependency.

Not all platforms have product availability in the same release.

Restricted Use licenses may be used only to run and install the licensed Program with which they are included. Specific restrictions for such licenses are described in the licensed Program's Documentation.

The "Networking Kit" provides all relevant networking software and any available protocol adapters.

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Oracle Database</b>		
Standard Edition	JServer Enterprise Edition, interMedia, Enterprise Manager, Workflow Standard Edition, Advanced Queuing, Standard Management Pack, Objects Option, Networking Kit, Objects for OLE, Distributed Option, 64 Bit Option, ODBC Driver, and SQL*Plus, OCI.  Restricted Use: Oracle Internet Directory for the purposes of storing RDBMS instance names, enterprise domains and user-schema mappings, enterprise roles, and storage of Net8 naming and connect descriptor info.	-
Enterprise Edition	JServer Enterprise Edition, interMedia, Objects Option, Networking Kit, Objects for OLE, Advanced Replication Option, Distributed Option, Parallel Query Option,(including bitmap indexes and parallel bitmap-star query),  SQL*Plus, Visual Information Retrieval and Workflow Enterprise Edition. Also included are: Advanced Backup & Recovery, Queuing, Advanced, Connection Manager & Pooling, 64-bit option, MPI, OCI, ODBC Driver, Enterprise Manager and Enterprise backup utility. For OS/390 implementation, use of either Access Manager for CICS or Access Manager for IMS/TM is included. Restricted Use: Oracle Internet Directory for the purposes of storing RDBMS instance names, enterprise domains and user-schema mappings, enterprise roles, and storage of Net8 naming and connect descriptor info.	-
Personal Edition	Networking kit, Objects for OLE, SQL*Plus, and ODBC driver. All options available with Oracle Database Enterprise Edition (except RAC).	-
Lite	Networking kit, ODBC driver and Oracle Database Lite Mobile Option.	Oracle Database Standard Edition or Oracle Database Enterprise Edition.
<b>Oracle Database Enterprise Edition Options:</b>		
Real Application Clusters	-	Oracle Database Enterprise Edition
Partitioning	Parallel DML, Parallel Index Scans	Oracle Database Enterprise Edition
OLAP	-	Oracle Database Enterprise Edition
Data Mining	-	Oracle Database Enterprise Edition
Spatial	-	Oracle Database Enterprise Edition
Advanced Security	-	Oracle Database Enterprise Edition
Label Security	-	Oracle Database Enterprise Edition
<b>Enterprise Managers:</b>		
Diagnostics Pack	-	Oracle Database Enterprise Edition
Tuning Pack	-	Oracle Database Enterprise Edition
Change Management Pack	-	Oracle Database Enterprise Edition
Management Pack for SAP R/3	-	Oracle Database Enterprise Edition
<b>Internet Application Server</b>		
Standard Edition	Portal, Email Server. Restricted Use: Internet Directory is provided only for use with other Oracle9iAS components, specifically for storing RDBMS instance names, enterprise domains and user schema mappings, enterprise roles and Net8 naming and connect descriptor information.	Oracle Database Standard Edition
Enterprise Edition	Oracle Forms Services, Oracle Reports Services, Portal, Discoverer Viewer, Discoverer Plus (Web Functionality), Email Server, Internet Directory, Application InterConnect Toolkit, Workflow.	Oracle Database Standard Edition. If Discoverer Plus and/or Discoverer Viewer are used then at least 1 copy of iDS is required.
<b>Internet Application Server Enterprise Edition Options:</b>		
Personalization	-	Internet Application Server Enterprise Edition
Wireless Option	-	Internet Application Server Enterprise Edition

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Tools</b>		
Internet Developer Suite	Designer, Forms Developer, Reports Developer, JDeveloper, Business Components for Java, Portal, Discoverer Administration Edition, Warehouse Builder, SQL*Plus and 1 license of Discoverer Desktop Edition restricted to the Named User of iDS.  Restricted Use: iAS Enterprise Edition restricted to testing and debugging the deployment of application developed with iDS, Oracle Database Enterprise Edition.	-
Discoverer Desktop Edition	-	Oracle Database Personal Edition, Oracle Database Standard Edition or Oracle Database Enterprise Edition. There needs to be at least 1 licensed copy of iDS.
Programmer	Oracle Objects for OLE, Oracle precompilers & SQL Module (based on platform availability), ODBC and OCI, Access Manager for CICS and IMS/TM with Oracle Programmer on the OS/390 platform.	-
<b>Other Server Products</b>		
Message Broker	Restricted Use: Oracle Database Enterprise Edition for use of Advanced Queuing and to support use of Internet Directory. Internet Directory to store OMB configuration information as well as queue and topic definitions	-
<b>Data Warehousing Products</b>		
Pure Name & Address (North America)	-	iDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (Latin America)	-	iDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (EMEA)	-	iDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (APAC)	-	iDS and Oracle Database Enterprise Edition or Standard Edition
Express Server	Express Web Agent (with v6.0 and later of Express Server)	-
Express Analyzer	Express Web Publisher	Express Server
Express Objects	Express Web Publisher	Express Server. Express Analyzer for users of the deployed application.
<b>Integration Products</b>		
Open System Gateways	Open System Gateways include Oracle Transparent Gateways for MS SQL Server, Sybase, Rdb, Ingres, Informix, Teradata, and RMS. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Mainframe Integration Gateways	Mainframe Integration Gateways include Oracle Transparent Gateways for DB2 Pure Extract. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Enterprise Integration Gateways	Enterprise Integration Gateways include Access Manager for AS/400, Procedural Gateway for MQ Series, APPC, Transparent Gateway for DB2/400 and IBM DRDA. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
EDA/SQL Gateways	Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
InterConnect Adapters	-	Internet Application Server Enterprise Edition
<b>Rdb Server Products</b>		
Rdb Enterprise Edition	Networking Kit, ODBC driver, Distributed Option, Replication Option, Parallel Query Option, 64-bit Option, and Rdb DataBase Integrator (DBI)	-
CODASYL DBMS	-	-
Rdb Server Options:	-	-
TRACE/Expert	-	Rdb Enterprise Edition or CODASYL DBMS
Power Utilities	Parallel Backup, Parallel Load	Rdb Enterprise Edition, Enterprise Manager DBAPack for Rdb
<b>Development, Query and Reporting Tools</b>		
Programmer for Rdb	Oracle Rdb and RDBPRE Precompilers. Rdb SQL Module, ODBC, OCI and Objects for OLE (Windows version only)	Rdb Enterprise Edition
RALLY	-	Rdb Enterprise Edition
CDD/ Repository	Full Use CDD/R license for developers only. Restricted Use: Rdb Server for CDD/R metadata	-
RALLY Client	-	Oracle RALLY
Enterprise Manager DBA Pack for Rdb	RMU GUI, GUI Performance Tuner, Power Utilities Monitor, and SQL/Services Monitor	Rdb Enterprise Edition
CDD/R Runtime	Restricted Use: Rdb Server for CDD/R metadata	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>All Oracle Applications</b>		
<b>No modifications</b>	Oracle Alert, Report Manager. Restricted Use: Oracle Database Enterprise Edition, Programmer and iAS Enterprise Edition (iCache and Discoverer Viewer not included).	-
<b>Modifications that require iDS or Discoverer Desktop Edition only</b> (This includes creation/modification of reports, forms and workbooks)	Oracle Alert, Report Manager. Restricted Use: Oracle Database Enterprise Edition, and Programmer.	iDS or Discoverer Desktop Edition for the total number of developers who are performing these modifications. iAS Enterprise Edition
<b>Modifications to the database</b> (This includes adding/changing tables, columns, stored procedures and triggers)	Oracle Alert, Report Manager, Management Pack for Oracle Applications. Restricted Use: Diagnostic Pack restricted to the instance of the database where the application is run  (if there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack for the other database instances).	Oracle Database Enterprise Edition for the total number of end users or processors. Programmer and iDS for the total number of developers who are performing these modifications.  iAS Enterprise Edition
The prerequisites in the modifications tables above must be added to the product level prerequisites listed below. For detailed rules, please consult the Customer Facing Document <b>Prerequisites</b> located on <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a>		
<b>E-BUSINESS SUITE</b>		
<b>Applications</b>		
<b>Marketing</b>		
Marketing Online	Marketing, Marketing Encyclopedia System. Restricted Use: CRM Data Model	-
Advanced Marketing Online	Restricted Use: CRM Data Model	Marketing Online
Trade Management	Restricted Use: CRM Data Model	Marketing Online
Marketing Intelligence	Restricted Use: CRM Data Model, iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	-
<b>Sales</b>		
iStore	Restricted Use: CRM Data Model, iPayment, iMarketing	-
iPayment	Restricted Use: CRM Data Model	-
TeleSales	Restricted Use: Quoting, CRM Data Model	-
Collections	Restricted Use: CRM Data Model	TeleSales or TeleService
Sales Online	Field Sales. Restricted Use: CRM Data Model	-
Mobile Sales	Restricted Use: Oracle Database Lite	Sales Online
Wireless Option for Sales	-	Sales Online
Quoting	Restricted Use: CRM Data Model	-
Partners Online	Restricted Use: CRM Data Model	-
Sales Intelligence	Restricted Use: CRM Data Model	-
Incentive Compensation	Restricted Use: CRM Data Model	-
<b>Order Fulfillment</b>		
Order Management	Bills of Material, Inventory, Shipping	-
Release Management	-	Order Management
Advanced Pricing	-	-
Configurator	Configurator Developer. Restricted use: Order Management (restricted to Inventory and Bills of Material for the purpose of setting up items and bills)	-
SellingPoint Mobile Configurator	Configurator Developer	Oracle Database Lite
Mobile Supply Chain Applications	-	-
Warehouse Management	Mobile Supply Chain Applications	-
<b>Supply Chain Planning</b>		
Advanced Supply Chain Planning	-	-
Constraint Based Optimization	-	Advanced Supply Chain Planning
Inventory Optimization	-	Advanced Supply Chain Planning, Constraint Based Optimization
Global Order Promising	-	-
Demand Planning	-	Express Server
Supply Chain Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Discoverer Desktop Edition for use with Workbooks
Supply Chain Exchange	-	-
<b>Procurement</b>		
Purchasing	Public Sector Purchasing, Public Sector Purchasing (International), US Federal Purchasing, Supplier Scheduling	-
iProcurement	Purchasing Connect for TPN Register, Internet Procurement InterConnect for SAP R/3. Restricted use: Application InterConnect Toolkit, Message Broker, Purchasing.	iAS Standard Edition or iAS Enterprise Edition
Purchasing Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Purchasing. If deploying client/server workbooks, Discoverer Desktop Edition for the total number of users. If deploying to the web, iAS Enterprise Edition for the total number of users or processors, and Discoverer Desktop Edition for 1 user
iSupplier Portal	-	iAS Standard Edition or iAS Enterprise Edition and Purchasing
Exchange Marketplace	-	-
Sourcing	-	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Manufacturing</b>		
Discrete Manufacturing	Bills of Material, Capacity, Cost Management, Engineering, Inventory, Master Scheduling/MRP, Quality, Work in Progress, Project Manufacturing	Project Billing and Project Costing for users of Project Manufacturing only
Flow Manufacturing	-	Discrete Manufacturing
Manufacturing Scheduling	-	Discrete Manufacturing
Process Manufacturing	Process Manufacturing Solution Bundle (System Module, Formula Management, Inventory Management, Sales Management, Quality Management, Material Requirement Planning, Master Production Scheduling, Laboratory Management, Cost Management, Production Management, Process Operations, Control, Manufacturing Accounting Controller, Process Manufacturing Regulatory Management)	-
Manufacturing Intelligence	Process Manufacturing Intelligence, Discrete Manufacturing Intelligence. Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Process Manufacturing or Discrete Manufacturing. If deploying client/server workbooks, Discoverer Desktop Edition for the total number of users. If deploying to the web, iAS Enterprise Edition for the total number of users or processors, and Discoverer Desktop Edition for 1 user
Shop Floor Management	-	Discrete Manufacturing
<b>Maintenance Management</b>		
Enterprise Asset Management	-	-
<b>Service</b>		
iSupport	Restricted Use: CRM Data Model	-
TeleService	Support, Customer Care. Restricted Use: CRM Data Model	-
Service Online	Service, Field Service, Defect Management. Restricted Use: CRM Data Model	-
Depot Repair	Restricted Use: CRM Data Model	Service Online
Spares Management	Restricted Use: CRM Data Model	Service Online
Wireless Option for Service	-	Service Online for the total number of Service Online users, or 10, whichever is greater
Advanced Service Online	Configuration Management, Engineering Management. Restricted Use: CRM Data Model	-
Advanced Scheduler	Restricted Use: CRM Data Model	Requires NAVTECH spatial data that must be licensed from Navigation Technologies Inc. The data is currently available for the US, Canada, and Western Europe. Therefore, Advanced Scheduler may be sold only in these regions. Contact NAVTECH: In North America, at Oracle_navtech@navtech.com or +1.408.617.5121. In Europe, at Oracle_navtech@navtech.nl or 31 (0) 4-99-33-14-36
Mobile Field Service	Restricted Use: Oracle Database Lite	Service Online for the total number of Service Online users, or 10, whichever is greater
Quality Online	Restricted Use: CRM Data Model	-
Service Intelligence	Restricted Use: CRM Data Model, iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	-
Customer Intelligence	Restricted Use: CRM Data Model, iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	-
CRM Data Model	-	-
<b>Contracts</b>		
Sales Contracts	Contracts Core	-
Service Contracts	Contracts Core	TeleService or Service Online
Rights Contracts	Contracts Core	-
Project Contracts	-	-
Contracts Intelligence	-	-
<b>Projects</b>		
Project Costing	Activity Management Gateway, Project Connect for Microsoft Project	-
Project Billing	-	Project Costing
Internet Time	-	Project Costing, iAS Standard Edition or iAS Enterprise Edition
Project Resource Management	-	-
Product Development Exchange	-	-
CADView-3D	-	-
<b>Financial</b>		
Financials	Assets, Cash Management, General Ledger, Payables, Receivables/Revenue Accounting, Global Consolidation System, Property Manager, CPG Trade Accounting, Public Sector Budgeting, Public Sector General Ledger, Public Sector Receivables, Public Sector Payables, U.S. Federal General Ledger, U.S. Federal Receivables, U.S. Federal Payables, Public Sector General Ledger (International), Public Sector Receivables (International), Public Sector Payables (International), Public Sector Assets (International)	-
Treasury	-	-
Financials & Sales Analyzers	Sales Analyzer, Financial Analyzer. The included products that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers	Express Server. The product prerequisites that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers
Internet Expenses	Restricted Use: Financials	iAS Standard Edition or iAS Enterprise Edition
iReceivables	-	iAS Standard Edition or iAS Enterprise Edition
Financials Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Financials or for existing applications customers, any of the individual applications now included in the Financials bundle, i.e. General Ledger, Assets. If deploying client/server workbooks, Discoverer Desktop Edition for the total number of users. If deploying to the web, iAS Enterprise Edition for the total number of users or processors, and Discoverer Desktop Edition for 1 user
Activity Based Management	Activity Based Management Analyzer, SEM Exchange	-
Balanced Scorecard	Balanced Scorecard Developer	-
<b>Human Resources</b>		
Human Resources	-	-
Self-Service Human Resources		Human Resources, iAS Standard Edition or iAS Enterprise Edition
Payroll	Restricted Use: Human Resources	All sales of US and Canadian Payroll include delivery of the required Vertex Tax Calculation Module. Customer must enter a license agreement with Vertex for the tax maintenance subscription.
Time and Labor	-	Human Resources
Advanced Benefits	Restricted Use: Human Resources	-
HR Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Human Resources. If deploying client/server workbooks, Discoverer Desktop Edition for the total number of users. If deploying to the web, iAS Enterprise Edition for the total number of users or processors, and Discoverer Desktop Edition for 1 user
Training Administration	-	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
<b>Other</b>		
Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Self-Service Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
EDI Gateway	-	-
Maintenance, Repair & Overhaul (MRO) Bundle	-	Purchasing, Discrete Manufacturing and Order Management
iLearning	-	-
<b>Application Technologies</b>		
<b>Interaction Center</b>		
Advanced Inbound	IVR Integrator, Telephony Manager, Call Center Connectors, Call Center Technology, Interaction Blending. Restricted Use: CRM Data Model	-
Advanced Outbound	Predictive, Campaign Plus	Advanced Inbound
Scripting	-	-
eMail Center	eMail Server	TeleService
Interaction Center Intelligence	Restricted Use: CRM Data Model	-
iMeeting	Restricted Use: CRM Data Model	-
<b>Vertical Applications</b>		
<b>Communications/Utilities</b>		
CRL Financial Management	-	Financials and Project Costing
Network Logistics (Network Asset Tracking)	Restricted Use: CRM Data Model. Network Logistics - NATS	Order Management and Purchasing
Telco Provisioning	Restricted Use: CRM Data Model	-
Number Portability	Restricted Use: CRM Data Model	-
<b>Public Sector/University</b>		
Student System	-	-
Grants	Grants Accounting, Grants Proposal, Labor Distribution. Restricted use: Project Billing and Project Costing	-
<b>Financial Services</b>		
Performance Analyzer	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Transfer Pricing	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Transfer Pricing Online	-	Transfer Pricing
Budgeting and Planning	Restricted use: Risk Manager, Financials & Sales Analyzers (Financial Analyzer functionality only). Financial Data Manager	Oracle Database Enterprise Edition, Express Server, Partitioning
Risk Manager	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Financial Data Manager	Balance & Control, System Administrator, Portfolio Analyzer. Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Oracle Database Enterprise Edition, Partitioning
Financial Services Provisioning	Restricted Use: CRM Data Model	-
<b>Health Care</b>		
Clinical	Remote Data Capture	-
Distributed Study Conduct Option	-	Clinical
Remote Data Capture	Restricted Use: Clinical	-
Thesaurus Management System	-	-
<b>EDUCATION SUBSCRIPTION</b>		
Learning Network	-	-
iLearning	-	-



## Product Migration Listings

When moving supported licenses from one operating system to another, the only cost associated with moving supported licenses from one operating system to another is the cost of the new CD Pack. If a CD Pack isn't available for a particular operating system, customers can contact Client Relations to see whether the product is available on the desired operating system. Shipping and media charges may apply.

### SERVER TECHNOLOGY

#### Pure Name Changes (for price holds)

##### Old Name

Darwin Data Mining Suite  
Darwin Deployment Pack  
Internet Application Server Wireless Edition  
Military Security  
Oracle 8  
Oracle8i Standard Edition  
Oracle 7 Server  
Oracle Server  
Oracle Server Enterprise Edition  
Oracle8 Enterprise Edition  
Oracle8i Enterprise Edition  
Oracle Lite  
Oracle8i Lite  
Oracle 8 Personal Edition  
Oracle 8i Personal Edition  
Payment Server  
Personal Oracle  
Portal-To-Go (Carrier Edition)  
Portal-To-Go (Enterprise Edition)  
Rdb Server

##### New Name

Data Mining Suite  
Data Mining Suite  
Wireless Option  
Label Security  
Oracle Database Standard Edition  
Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Enterprise Edition  
Oracle Database Lite  
Oracle Database Lite  
Oracle Database Personal Edition  
Oracle Database Personal Edition  
iPayment  
Oracle Database Personal Edition  
Internet Application Server Wireless Edition  
Internet Application Server Wireless Edition  
Rdb Enterprise Edition

#### Name and Functionality Changes

##### Old Product

Advanced Networking Option  
Express MDB  
Express/EIS(Developer)  
InterOffice Messaging Cartridge  
Oracle Internet Messaging  
Oracle Internet Messaging Hosted Edition  
Oracle Mail or Oracle Office  
Parallel Server  
Oracle Data Mining Suite

##### New Product

Advanced Security  
Express Server  
Express Objects  
Email Server  
Email Server  
Email Server  
Email Server  
Real Application Clusters (Net to Net migration rule applies)  
Data Mining Option

#### Bundling Changes

##### Old Product

Access Manager for AS/400  
Applications InterConnect Toolkit  
Business Components for Java  
Database Designer  
Designer  
Developer Server  
Developer/2000 Server (Windows 95)  
Discoverer Administration Edition  
Discoverer Plus  
Discoverer User Edition  
Discoverer Viewer  
Discoverer/2000  
  
Email Server  
  
Enterprise Developer Suite  
Forms Developer  
Forms Server  
Forms Services  
Hot Standby  
Internet Directory  
JDeveloper Suite  
Management Pack for Oracle Applications  
Message Gateway/Agent Event Manager  
Message Manager Client  
Mobile Agents  
Mobile Agents Developers Kit  
Oracle Application Server Standard Edition  
Oracle Application Server Enterprise Edition  
Oracle CASE Designer  
Oracle CASE Dictionary  
Oracle DataBrowser  
Oracle Data Query  
Oracle DDE Manager  
Oracle Expert Option  
Oracle Glue  
Oracle Objects for OLE  
Oracle Precompiler  
Oracle Trace Option  
OWB Integrator for SAP  
Procedural Gateway for APPC  
Procedural Gateway for MQ Series  
Procedure Builder  
Professional Developer/2000  
Pure.Extract  
Pure.Integrate  
Reports Developer  
Reports Server  
Reports Services  
Server Kits  
SQL\*Connect to DB2  
SQL\*Connect to SQL/DS  
SQL\*Plus  
Times Series  
Transparent Gateway for DB2  
Transparent Gateway for DB2/400  
Transparent Gateway for IBM DRDA

##### Bundled Into

Enterprise Integration Gateways (Restricted to the functionality of Access Manager for AS/400)  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Applications InterConnect Toolkit  
iDS (Internet Developer Suite). Restricted to the functionality of Business Components for Java  
iDS (Internet Developer Suite). Restricted to the functionality of Designer  
iDS (Internet Developer Suite). Restricted to the functionality of Designer  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer Server  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer/2000 Server - Windows 95  
iDS (Internet Developer Suite). Restricted to the functionality of Discoverer Administration Edition  
Discoverer Desktop Edition and iAS EE (Restricted to Discoverer Plus Web Functionality only)  
Discoverer Desktop Edition and iAS EE (Restricted to Discoverer Plus Web Functionality only)  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Discoverer Viewer  
Discoverer Desktop Edition and iAS EE restricted to Discoverer Plus Web functionality for each Discoverer/2000 and ONLY 1 iDS license restricted to Discoverer Admin Edition  
iDS (Internet Developer Suite). Restricted to the functionality of Designer, Forms Developer, Reports Developer. iAS EE and Oracle Database EE for Developer's use ONLY  
iDS (Internet Developer Suite). Restricted to the functionality of Enterprise Developer Suite  
iDS (Internet Developer Suite). Restricted to the functionality of Forms Developer  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Server  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Services  
Rdb Enterprise Edition or CODASYL DBMS  
iAS (Internet Application Server) EE. Restricted to the functionality of Internet Directory  
iDS (Internet Developer Suite). Restricted to the functionality of JDeveloper. iASEE and Oracle Database EE licensed to the iDS named user  
Any Oracle E-Business Suite Application licensed with a full use database includes a license for this pack  
Database Lite  
Database Lite  
Database Lite  
Database Lite  
iAS (Internet Application Server). Restricted to the functionality of Oracle Application Server Standard Edition  
iAS (Internet Application Server Enterprise Edition). Restricted to the functionality of Oracle Application Server Enterprise Edition  
iDS (Internet Developer Suite). Restricted to the functionality of Designer  
iDS (Internet Developer Suite). Restricted to the functionality of Designer  
Discoverer User Edition for each Discoverer/2000 and ONLY 1 iDS license restricted for the purposes of testing, debugging and previewing.  
Discoverer User Edition for each Discoverer/2000 and ONLY 1 iDS license restricted for the purposes of testing, debugging and previewing  
Programmer  
TRACE/Expert  
Programmer  
Programmer  
Programmer  
Programmer  
TRACE/Expert  
Warehouse Builder  
Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for APPC)  
Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for MQ Series)  
iDS (Internet Developer Suite). Restricted to the functionality of Procedure Builder  
Database Personal Edition and iDS (iDS restricted to the functionality of Professional Developer/2000)  
Mainframe Integration Gateways (Restricted to the functionality of Pure.Extract)  
Warehouse Builder  
iDS (Internet Developer Suite). Restricted to the functionality of Reports Developer  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Server  
iAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Services  
Database Standard Edition or Database Enterprise Edition  
Mainframe Integration Gateways  
Mainframe Integration Gateways  
iDS (iDS restricted to the functionality of SQL\*Plus). This product is now also included in the Oracle Database SE, EE and Personal Edition  
Bundled with Oracle Database Enterprise Edition as part of the SQL Analytics  
Mainframe Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2)  
Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2/400)  
Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for IBM DRDA)

Transparent Gateway for Informix  
 Transparent Gateway for Ingres  
 Transparent Gateway for MS SQL Server  
 Transparent Gateway for Rdb  
 Transparent Gateway for RMS  
 Transparent Gateway for Sybase  
 Transparent Gateway for Teradata  
 Warehouse Toolkit for PeopleSoft  
 WebDB Enterprise Edition  
 WebDB Standard Edition  
 Warehouse Builder

#### Old Products

Data Mart Suite

Data Mart Suite, Sales & Marketing

Enterprise Manager Performance Pack  
 Gateways (Mainframe)  
 Gateways (Non-Mainframe)

Open System Gateways (Restricted to the functionality of Transparent Gateway for Informix)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Ingres)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for MS SQL Server)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Rdb)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for RMS)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Sybase)  
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Teradata)  
 Warehouse Builder  
 iDS or iAS depending upon the original use of WebDB. Restricted to the functionality of Portal  
 iDS or iAS depending upon the original use of WebDB. Restricted to the functionality of Portal  
 iDS (iDS restricted to the functionality of Warehouse Builder)

#### Split Into

License individual Products as: Oracle Database Enterprise Edition (32 Named User),  
 iDS (2 Named User), Discoverer Desktop Edition (5 Named User), iAS (32 Named User).  
 License individual Products as: Oracle Database Enterprise Edition (32 Named User),  
 iDS (2 Named User), Discoverer Desktop Edition (5 Named User), iAS (32 Named User).  
 Financials & Sales Analyzers (32 Application Users), Express Server (32 Named User).  
 Diagnostics Pack and Tuning Pack  
 Mainframe Integration Gateways and EDA/SQL Gateways (Restricted to the original component gateways)  
 Open System Gateways, Enterprise Integration Gateways, EDA/SQL Gateways (Restricted to the original component gateways)

#### **Obsolete Products (product is no longer supported and its functionality has been bundled into another product)**

##### Obsolete Product

64 bit Option  
 64 bit option for Rdb  
 Advanced Replication Option  
 ConText Cartridge  
 CDD/Administrator  
 DataBase Integrator  
 Distributed Option  
 Distributed Option for Rdb  
 Expert Performance Tuner Client  
 ExpressView  
 Image Cartridge  
 interMedia  
 Internet Commerce Cartridge  
 Internet Commerce Server  
 JServer Enterprise Edition  
 MPI Protocol Adapter  
 multidimension option  
 MVS Client Bundle  
 Objects Option  
 ODBC Driver  
 Oracle Database Lite Mobile Option  
 Oracle MultiProtocol Interchange  
 Oracle ODBC Driver for Rdb  
 Oracle Rdb Remote Client  
 Oracle Rdb SQL Module  
 Oracle Rdb SQL Precompiler  
 Oracle RDBPRE Precompiler  
 Oracle RDML Precompilers  
 Oracle SQL/Services  
 Oracle TextServer3  
 Oracle Unified Messaging  
 Parallel Query Option  
 Parallel Query Option for Rdb  
 Performance Data Option  
 Personal Oracle7 Enterprise Edition  
 Personal Express  
 Protocols  
 Pure Name & Address (US)  
 Pure Name & Address (Canada)  
 Geocode  
 Replication Option for Rdb  
 Server Manager  
 SQL\*Module  
 SQL\*Net  
 SQL\*Net/DCE  
 SQL\*TextRetrieval  
 SQL\*VDM  
 Standard Management Pack  
 TextServer3 Option  
 Time Series  
 Trusted Oracle Enterprise Edition  
 Video Cartridge  
 Visual Information Retrieval  
 Webserver Option for Rdb  
 Workflow Enterprise Edition  
 Workflow Standard Edition

##### Bundled Into

Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 CDD/Repository  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 TRACE/Expert  
 Express Analyzer  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 iStore  
 iStore  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Programmer  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition, iDS  
 Oracle Database Lite  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Rdb Enterprise Edition  
 Programmer for Rdb  
 Programmer for Rdb  
 Programmer for Rdb  
 Programmer for Rdb  
 Rdb Enterprise Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Email Server  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 TRACE/Expert  
 Oracle Database Enterprise Edition  
 Express Server  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Pure Name & Address (North America)  
 Pure Name & Address (North America)  
 Pure Name & Address (North America)  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Programmer  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Advanced Security  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Personal Edition  
 Oracle Database Standard Edition  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition and Label Security  
 Oracle Database Standard Edition, Oracle Database Enterprise Edition  
 Oracle Database Enterprise Edition  
 Rdb Enterprise Edition  
 Oracle Database Enterprise Edition  
 Oracle Database Standard Edition

#### **Products Without Migration (product is still supported but not migration is offered)**

ADW Sales Analysis Collection Pack  
 InterOffice Document Cartridge  
 InterOffice Gateways  
 ODBC Access to Non-Relational Data for Rdb  
 Transparent Gateway Toolkit  
 Video Server  
 Replication Services

**Pure Name Changes (for price holds)**Old Name

Activa  
 CRL Network Logistics  
 CRM Foundation  
 Call Center Intelligence  
 Global ATP Server  
 Grants Management  
 Internet Procurement  
 Internet Receivables  
 Internet Supplier Portal  
 Process Manufacturing Solution Bundle  
 Product Development Hub  
 Risk Optimization  
 Sales Compensation  
 Scheduler  
 SDP Number Portability  
 SDP Provisioning  
 Self-Service Expenses  
 Self-Service Time  
 Self-Service Purchasing  
 Self-Service Suppliers  
 SellingPoint Developer  
 Supply Chain Hub  
 Transportation Hub  
 Transportation Exchange

New Name

Activity Based Management  
 Network Logistics (Network Asset Tracking)  
 CRM Data Model  
 Interaction Center Intelligence  
 Global Order Promising  
 Grants Accounting  
 iProcurement  
 iReceivables  
 iSupplier Portal  
 Process Manufacturing  
 Product Development Exchange  
 Inventory Optimization  
 Incentive Compensation  
 Advanced Scheduler  
 Number Portability  
 Provisioning  
 Internet Expenses  
 Internet Time  
 iProcurement  
 iSupplier Portal  
 Configurator Developer  
 Supply Chain Exchange  
 Transportation  
 Transportation

**Name and Fuctionality Changes**Old Product

Applications Display Manager  
 Automotive Foundation  
 Balanced Scorecard Architect  
 CTI Middleware  
 ERP Integration Extension to OIC  
 iBill & Pay  
 iMarketing  
 Industrial Billing  
 Maintenance, Repair & Overhaul (MRO) Bundle  
 Market Manager for Industries  
 Marketing for Communications  
 OpenWeb  
 Operations Intelligence  
 Oracle Commissions  
 Oracle Internet Commerce  
 Order Entry  
 Product Configurator  
 Project Analysis Collection Pack  
 Project Connect  
 Projects  
 Revenue Accounting for Communications  
 SDP Activation  
 Service for Communications  
 Supply Chain Planning  
 TeleBusiness for Financial Services  
 TeleBusiness for Telecom / Utilities  
 Time Management  
 Web Suppliers

New Product

Oracle Applications Release 10SC  
 Release Management  
 Balanced Scorecard Developer  
 (Eliminated)  
 (Eliminated)  
 (To Be Determined)  
 Marketing Online  
 (Eliminated)  
 Advanced Service Online  
 Marketing Online  
 Marketing Online  
 iStore  
 Discrete Manufacturing Intelligence  
 Incentive Compensation  
 iStore  
 Order Management  
 Configurator  
 Project Intelligence (estimated availability: fiscal Q1, 2001)  
 Project Connect for Microsoft Project  
 Project Costing  
 (To Be Determined)  
 Provisioning  
 TeleService  
 Advanced Supply Chain Planning  
 TeleSales  
 TeleSales  
 Time and Labor  
 iSupplier Portal

**Bundling Changes**Old Product

Activity Based Management Analyzer  
 Activity Management Gateway  
 Alert  
 Assets  
 Balanced Scorecard Developer  
 Bills of Material  
 Call Blending  
 Call Center Integration  
 Campaign Plus  
 Capacity  
 Cash Management  
 Collateral Fulfillment  
 Configurator Developer  
 Cost Management  
 CPG Trade Accounting  
 Customer Care  
 Customer Service  
 Depot Repair  
 Discrete Manufacturing Intelligence  
 Dispatch  
 eCommerce to Call Center Integration  
 Engineering  
 Field Sales  
 Field Sales Online  
 Field Service  
 Financial Analyzer  
 Financial Data Manager  
 FTI Integration to GL  
 General Ledger  
 Global Consolidation System  
 Grants Accounting  
 Grants Proposal  
 Insight  
 Interaction Blending  
 Internet Procurement InterConnect for SAP R/3  
 Inventory  
 IVR Integrator  
 Labor Distribution  
 Marketing  
 Master Scheduling/MRP  
 Mobile Field Service

Bundled Into

Activity Based Management  
 Projects Costing  
 Included in all Oracle Applications  
 Financials  
 Balanced Scorecard  
 Discrete Manufacturing or Order Management  
 Advanced Inbound  
 CRM Data Model  
 Advanced Outbound  
 Discrete Manufacturing  
 Financials  
 CRM Data Model  
 Configurator  
 Discrete Manufacturing  
 Financials  
 TeleService  
 TeleService  
 Service Online  
 Manufacturing Intelligence  
 Service Online  
 CRM Data Model  
 Discrete Manufacturing  
 Sales Online  
 Sales Online  
 Service Online  
 Financials & Sales Analyzers  
 Performance Analyzer, Transfer Pricing, Budgeting & Planning and Risk Manager. Financial Data Manager is also being sold as a stand-alone product  
 Financials  
 Financials  
 Financials  
 Grants  
 Grants  
 Call Center Intelligence  
 Advanced Inbound  
 iProcurement  
 Discrete Manufacturing or Order Management  
 Advanced Inbound  
 Grants  
 Marketing Online  
 Discrete Manufacturing  
 Service Online

OpenTel	Advanced Inbound (as Connectors)
Oracle Sales	Sales Online
Oracle Sales & Marketing	Sales Online
Oracle Work in Process	Discrete Manufacturing
Payables	Financials
Predictive	Advanced Outbound
Process Manufacturing Cost Analyzer	Manufacturing Intelligence
Process Manufacturing Intelligence	Manufacturing Intelligence
Process Manufacturing Regulatory Management	Process Manufacturing
Project Connect for Microsoft Project	Project Costing
Project Manufacturing	Discrete Manufacturing
Property Manager	Financials
Public Sector Budgeting	Financials
Public Sector Financials	Financials
Public Sector Financials (International)	Financials
Public Sector Purchasing	Purchasing
Public Sector Purchasing (International)	Purchasing
Purchasing Connect for TPN Register	iProcurement
Quality	Discrete Manufacturing
Receivables/Revenue Accounting	Financials
Report Manager	Included in all Oracle Applications
Sales Analyzer	Financials & Sales Analyzers
SellingPoint Developer	Configurator
SEM Exchange	Activity Based Management
Service	Service Online
Shipping	Order Management
Supplier Scheduling	Purchasing
Telephony Manager	Advanced Inbound
Tutor for Discrete Manufacturing	Tutor for Applications
Tutor for Financials	Tutor for Applications
Tutor for Human Resources	Tutor for Applications
Tutor for Order Management	Tutor for Applications
Tutor for Payroll	Tutor for Applications
Tutor for Projects	Tutor for Applications
Tutor for Purchasing	Tutor for Applications
Tutor for Time Management	Tutor for Applications
Tutor for Training Administration	Tutor for Applications
Tutor Tool	Tutor for Applications
U.S. Federal Financials	Financials
U.S. Federal Purchasing	Purchasing
Web Customers	iStore or iSupport, but not both
Work in Progress	Discrete Manufacturing
<i><u>Old Product</u></i>	<i><u>Split into</u></i>
Capital Resource Logistics	Financials and Project Costing
Contracts	Sales Contracts and Service Contracts
Personal Time and Expense	Internet Time and Internet Expenses
Project Time & Expense	Internet Time and Internet Expenses
Provisioning	Telco Provisioning and Financial Services Provisioning
SellingPoint	Configurator and either Sales Online or TeleSales
SellingPoint Internet Edition	Configurator and either Sales Online or TeleSales
Unified Agent	TeleSales, Sales Online and TeleService
Web Employees	Self Service HR, iProcurement and Internet Expenses
<b><u>Products Without Migration (product is still supported but not migration is offered)</u></b>	
Customer Householding	
Media Interactive	
Personal Activa	
Personal Activity Based Management	
Transportation	

The Product Migration listing is not a complete list of migrations and is subject to change without notice.

# Oracle e-Business Migration Matrix

Effective Date: 15-June-2001 (revised)

## Technology

Metric Migration		
From:	To: Per Processor	To: Named User
Named User - Order Form	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Single Server	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Multi Server	150:1	1:1 Charge for additional users if license minimums are not met.
Concurrent Device - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.
Concurrent Device - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	75:1	1:2 Charge for additional users if license minimums are not met.
Developer - Network License	N/A	1:1
Developer - Order Form	N/A	1:1
Per Processor	1:1	N/A
Universal Power Unit (internal/external)	1000:1	N/A
Exceptions: Any metric not	List of new pricing configuration	List of new pricing configuration

found in the table above is calculated on a Net to Net basis.	(Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.	(Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.
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### Technology Notes

1. Migration Matrix applies to all Full Use and Deployment licenses. The migrated licenses will be Full Use.
2. If migrating Application Specific licenses:  
Option #1 -- If maintaining App Specific license restriction, use the applicable migration metric.  
Option #2 -- If not maintaining App Specific license restriction use the migration metric for "Exceptions".
3. Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceeds list of new pricing configuration.
4. If migrating Web Specific licenses, the Web Specific license restriction should not be retained. The migrated licenses will be Full Use.
5. If the migration results in a fraction, standard rounding rules apply. e.g. 1500 UPU's rounds up to 2 Processor and 1499 UPU's rounds down to 1 Processor.
6. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact Oracle for instruction.

## Applications

<b>Metric Migration</b>			
<b>From:</b>	<b>To: Application User</b>	<b>To: Application User Read - Only</b>	<b>To: Other License Types</b>
Named User	1:1	N/A	N/A
Concurrent Device	1:2	N/A	N/A
Read - Only	N/A	1:1	N/A
Casual User	N/A	1:1	N/A
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.	N/A	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees  Must verify net fees paid.

## Applications Notes

1. Primary Usage Concept still applies.
2. The Application migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement.
3. Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceed list price of new pricing configuration.
4. Applies to licenses sold under an Order Form or Network License (or other multi-server license agreement, including NUA/PUA and NSO).
5. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact Oracle for instruction.

**Lodging/M&IE Guidelines**  
**Effective June 1, 2000**

**M&IE RateTable provides individual meal amounts.**

<b>Total \$</b>	<b>30</b>	<b>34</b>	<b>38</b>	<b>42</b>	<b>46</b>
<b>Breakfast</b>	6	7	8	9	10
<b>Lunch</b>	6	7	8	9	10
<b>Dinner</b>	16	18	20	22	24
<b>Incidentals</b>	2	2	2	2	2

The following table provides guidelines for Lodging, Meals, and Incidental Expenses that are allowable to the IN-STATE traveler for reimbursement.

<b>IN-STATE Location</b>	<b>Lodging Rate <u>EXCLUDES</u> local taxes &amp; surcharges</b>	<b>Meals &amp; Incidental Expense Rate <u>INCLUDES</u> tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken</b>
<b>STANDARD</b>	<b>\$55</b>	<b>\$30</b>
<b>EXCEPTIONS</b>		
Charlottesville	66	42
Lynchburg	64	38
Manassas (Prince William County)	62	34
Richmond (1)	77	38
Roanoke	59	34
Tidewater (2) - (4/1 - 10/31)	109	38
Tidewater (2) - (11/1 - 3/31)	55	38
Wallops Island (Accomack 6/1 - 9/30)	89	34
Wallops Island (Accomack 10/1 - 5/31)	69	34
Williamsburg (3) - (4/1 - 10/31)	99	38
Williamsburg (3) - (11/1 - 3/31)	59	38
Wintergreen, Homestead, The Tides Inn, Tides Lodge, and Greenbrier Resorts	110	46
Woodbridge	69	38

- (1) Richmond includes: City of Richmond and Chesterfield and Henrico Counties.
- (2) Tidewater Region includes: Norfolk, Chesapeake, Portsmouth, and Virginia Beach.
- (3) Williamsburg includes: Gloucester, Hampton, Newport News, Yorktown, and York County.

**ATTACHMENT E**  
**To Appendix 1**  
**to Modification #7**  
**to Contract UA#991150-DC**  
**Page 1 of 1**



## ATTACHMENT F DEFINITIONS

**“Access”:** The act of reading data from or writing data to a storage device.

**“Application Program”** shall be an Oracle Program designated as application software by Oracle.

**“Authorized Agent”** is a third party using and/or accessing the Programs acting on behalf of and in support of the Commonwealth Entity.

**“Casual User”** is defined as an individual authorized by the Customer to only run queries or reports against Oracle Applications Programs. Casual Users are licensed to use any of the above Oracle Applications Programs for which Customer has acquired Named User licenses.

**“Client”:** a computer which (1) is used by only one person at a time and (2) executes Oracle software in local memory or stores the software on a local storage device.

A **“Commonwealth Entity”** is any agency (including institutions of Higher Education), legislative, executive or judicial body, office, authority, post, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty of the commonwealth or any other entity authorized to procure products or services from the Agreement. As such they act as Custodian of any products licensed under the Agreement.

**“Commencement Date”** shall mean the date on which the Programs are delivered by Oracle to Customer, or if no delivery is necessary, the Effective date set forth on the relevant Order Form.

**“Developer” or “Named User”:** An individual employed and/or authorized by a Commonwealth Entity to use Programs licensed regardless of whether the individual is actively using the licensed programs at any given time.

**“Documentation”** – The Oracle media; the Oracle user guidelines and Oracle manuals for use of the software.

For Oracle Personal Time and Expense, the number of **“Employees”** is the total number of people authorized to enter time and expense records.

For Oracle Sales Compensation and Oracle Sales and Marketing, the number of **“Employees”** is the total number of Customer’s employees or agents whose compensation or activities, in whatever form, are calculated or monitored using the Oracle Programs. Multiple records for the same employee shall be counted as one (1) record for each individual Program.

For Oracle Training Administration, the number of “**Employees**” is the total number of students receiving training courses supplied by the Commonwealth Entity.

“**Foundation Services**”: This is limited support, and any license for which it is purchased is not a Supported Program License.

“**Full Use Programs**” are unaltered versions of the Programs with all functions intact.

“**Implementation**”: A single logical production database running the Oracle Applications.

“**Internet**”: The Web environment open to the general public, with unregulated access and where users are not countable.

“**Intranet**”: The Web environment established by the Commonwealth Entity where the number of web-applications users are known and countable. Typically, access to Web-applications is restricted via a firewall, user accounts, and passwords.

“**Named User**” or “**Developer**”: An individual employed and/or authorized by a Commonwealth Entity to use Programs licensed regardless of whether the individual is actively using the licensed programs at any given time.

“**Oracle Data Server**”: Any of the following Oracle Programs: Oracle Server Enterprise Edition, Oracle Server Enterprise Edition Options, Oracle Server, Oracle Rdb Server, Oracle Rdb Server Options, Oracle Express Server.

“**Primary Usage**” is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Cost and Purchasing. Each such Application User is counted only once based on primary usage. Customer must specify how many Application Users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application Programs listed above which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.

“**Program**” shall mean the computer software in object form owned or distributed by Oracle for which a Commonwealth Entity is granted a license pursuant to this Contract; the media; the user guidelines and manuals for use of the software (Documentation); and Updates.

“**Program Documentation**” is defined as the program user manual and program installation manuals.

A **“Server”** is a Designated System that allows a Client access to the database technology.

**“Supported Program License”** shall mean a Program license for which a Commonwealth Entity has ordered Technical Support for the relevant time period.

**“Technical Support”** shall mean Program support provided under Oracle’s policies in effect on the date Technical Support is ordered. Technical Support services acquired under this Contract may be renewed annually and for the initial two renewal years the Technical Support fee will not increase by more than 5% over the prior year’s fees. Commonwealth may access the latest version of these policies at:  
<http://www.oracle.com/support/index.html?policies.html>.

**“Update”** shall mean a subsequent release of the Program which is generally made available for Supported Program Licenses at no additional charge other than media and handling charges. Update shall not include any release, option or future product which Oracle licenses separately.

**“User”**: See definitions for Authorized Agent, Casual User, Developer, Enterprise User, Named User and Primary Usage.

**“Term Designation”**: If Customer’s Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

**4 Year Term**: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate.

**2 Year Term**: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate.

**1 Year Hosting Term**: A Program license specifying a 1 Year Hosting Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Hosting Term the Program license shall terminate. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

**“Licensing Rules”:** Customer is responsible for ensuring that the following user minimums are maintained per Program:

<b>Program</b>	<b>Named User Minimum</b>
Oracle Database Enterprise Edition	10 Named Users per Processor
Oracle Database Standard Edition	10 Named Users per Processor
Rdb Enterprise Edition	10 Named Users per Processor
CODASYL DBMS	10 Named Users per Processor
Internet Application Server Standard Edition	10 Named Users per Processor
Internet Application Server Enterprise Edition	10 Named Users per Processor

Customer is responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processors.
- The number of Enterprise Edition option licenses, Enterprise Manager licenses and Rdb Server option licenses must match the number of licenses of the associated database.
- The number of Internet Application Server Enterprise Edition option licenses must match the number of licenses of the associated Internet Application Server.

**MODIFICATION #6  
TO  
CONTRACT NUMBER VA-991150-OC  
BETWEEN  
ORACLE CORPORATION  
AND  
COMMONWEALTH OF VIRGINIA**

This Modification #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and Oracle Corporation, hereinafter referred to as "Contractor", relating to Contract VA-991150-OC, hereinafter referred to as the "Contract" or "Agreement". This Modification #6 is hereby incorporated into and made an integral part of the Agreement.

Both above referenced parties agree to the addition of the clause as delineated below, to the subject Agreement, effective upon execution of this Modification #6.

1. The following clause is hereby added to Contract VA-991150-OC:

**eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us).

2. Contractor acknowledges that the forgoing is not intended to preclude the Commonwealth from issuing orders against subject Contract as it so chooses.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-991150-OC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ORACLE CORPORATION

BY: John George

NAME: JOHN M. GEORGE

TITLE: VICE PRESIDENT, LEGAL

DATE: 1/30/02

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: Jim Davis

TITLE: Contracts Manager

DATE: 1-30-02

(D.I.T.)

Page 2 of 2  
MODIFICATION #6  
Contract VA-991150-OC

Attachment G  
to Appendix 1  
to Modification #7  
to Contract VA #991150-OC  
Page 2 of 10

**Addendum to Modification No. 6  
To Contract Number VA-991150-OC  
Between  
Oracle Corporation  
and  
Commonwealth of Virginia**

This Addendum (the "Addendum") is made this 26<sup>th</sup> day of January, 2002 ("Effective Date") to that certain Modification #6 to Contract Number VA-991150-OC between Oracle Corporation and Commonwealth of Virginia ("Modification No. 6") of even date herewith.

**WITNESSETH:**

WHEREAS, Oracle Corporation ("Oracle") and the Commonwealth of Virginia (the "Commonwealth") wish to modify the terms of the Modification No. 6, as expressly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1, subsection a. is deleted in its entirety and the following replaced in lieu thereof:

"a. Oracle shall work diligently to negotiate an agreement by and between it and American Management Systems, Inc. ("AMS") in a form and substance mutually agreeable to Oracle and AMS, which agreement shall serve as an alternative to the AMS Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. This agreement shall be submitted to the Commonwealth upon its finalization. In the event that Oracle and AMS fail to reach a mutually acceptable agreement within forty-five (45) days after the Effective Date, Oracle shall promptly notify the Commonwealth thereof and, in such event the Commonwealth's sole remedy shall be, at its option, termination of the contract for convenience, as provided in Contract VA-991150-OC."

2. Section 1, subsection b. is deleted in its entirety and the following replaced in lieu thereof:

"b. Provide an electronic catalog as described in Oracle's agreement with AMS and in conformance with the functional and technical requirements of the eVA Internet e-procurement solution. In the event that Oracle fails or is unable to provide an electronic catalog in accordance with this section, the



the Commonwealth's sole remedy for such failure shall be, at its option, termination of the contract for convenience, as provided in Contract VA-991150-OC."

3. The following additional section is hereby added:

In case of conflict, Contract VA-991150-OC shall govern the transaction of business by and between Oracle and the Commonwealth through eVA and shall prevail over the terms of any "clickwrap" agreements maintained by the Commonwealth in connection with the eVA procurement system, provided however that Contract VA-991150-OC is specifically cited in the electronic procurement transaction of business to which this provision is applied.

4. With respect to the clickwrap agreement in effect as of the Effective Date related to the Commonwealth's eVA procurement program and attached hereto as Exhibit A, the parties hereto agree as follows:

a. The third subsection of the third full paragraph (beginning with the numeral 3) shall be deleted and the following replaced in lieu thereof:

The Vendor hereby warrants to every agency and public body within the Commonwealth that the information provided by the Vendor through the eVA registration and eVA registration update functionality shall at all times be materially accurate, complete and current; provided however, that Vendor shall not be responsible for any delays in the updating of information or any other claims arising out of the operation of the eVA website which are caused by any third party. The Vendor further warrants that each agency and public body within the Commonwealth shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the Vendor has provided through the eVA registration and eVA registration update functionality as of that date even if different information is or has been available to our received by agency or public body personnel through means other than the eVA registration and registration update functionality; provided however, that Vendor shall not be responsible for any delays in the updating of information or any other claims arising out of the operation of the eVA website which are caused by any third party.

b. The fourth full paragraph shall be deleted and the following inserted in lieu thereof:

No changes in terms and conditions of this Agreement shall be effective unless adopted and agreed to by both of the parties in writing.

c. The fifth full paragraph shall be amended by adding the following at the end of the paragraph:

The parties agree and acknowledge that all rights of termination or cancellation set forth herein are further subject to the terms and conditions set forth in Contract 917.



Number VA-991150-OC relating to termination of contracts, provided however that Contract VA-991150-OC is specifically cited in the electronic procurement transaction of business to which this sentence is applied.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ORACLE CORPORATION

BY: [Signature]  
NAME: IOAN M. GEORGE  
TITLE: VICE PRESIDENT, LEGAL  
DATE: 1/30/02

COMMONWEALTH OF VIRGINIA

BY: [Signature]  
NAME: Jeff Davis  
TITLE: Contracts Manager  
DATE: [Blank]

**Review and Approval**

DGS /DPS

BY: [Signature]  
NAME: Ron Bell  
TITLE: Director, Division of Purchases and Supply  
DATE: 1/24/02

Exhibit A  
Addendum to Modification No. 6  
To Contract Number VA-991150-OC  
Between Oracle Corporation  
And  
Commonwealth of Virginia

Internet Explorer - Microsoft Corporation

www.vas.com/vsa/Vendor/vendornew.asp

twas

**A Memorandum of Agreement**

Thank you for joining the Commonwealth of Virginia eVA supplier community.

This Memorandum Of Agreement (Agreement) sets forth the terms that have been established by the Virginia Department of General Services, Division of Purchases and Supply ("DPS") to govern all electronic procurement transactions made between your firm ("Vendor") and any agency or public body when such electronic procurement transaction is made, in whole or in part, utilizing the Commonwealth of Virginia's web-centric statewide electronic procurement solution (eVA). For purposes of this Agreement:

- **electronic procurement transaction** is defined to include electronic quotations, bids, proposals, purchase orders, contracts, invoices, shipping notices, or other electronic procurement information, instruments and notices electronically transmitted, received, or posted using eVA in lieu of or in addition to creating one or more paper documents;
- **agency** is defined as any department, authority, board, post, commission, division, institution, or office of State government of the Commonwealth of Virginia; and
- **public body** is defined as any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law in Virginia to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the procurement activities facilitated by eVA.

By submitting this electronic vendor registration, you certify and warrant to each agency and public body that you are duly authorized, by the Vendor to: (i) register the Vendor as an eVA supplier; (ii) file, on behalf of the Vendor, all of the information requested in this registration process; and (iii) enter into this Agreement on behalf of the Vendor. By submitting this electronic vendor registration, you hereby agree on behalf of the Vendor and for the benefit of each agency and public body that:

ATT.

https://www.vendorcentral.com/

Software

into this Agreement on behalf of the Vendor. By submitting this electronic vendor registration, you hereby agree on behalf of the Vendor and for the benefit of each agency and public body that:

1. All procurement transactions made; in whole or in part; utilizing the Commonwealth of Virginia's web-centric statewide electronic procurement solution (eVA) shall without exception be governed by the laws of the Commonwealth of Virginia without regard to its conflict-of-laws principles.
2. The Vendor shall use eVA's vendor registration update functionality to update the Vendor's registration information whenever necessary to ensure that the registration information remains accurate and complete at all times.
3. The Vendor hereby warrants to every agency and public body that the information provided by the Vendor through the eVA registration and eVA registration update functionality shall at all times be accurate, complete and current. The Vendor further warrants that each agency and public body shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the Vendor has provided through the eVA registration and eVA registration update functionality as of that date even if different information is or has been available to or received by agency or public body personnel through means other than the eVA registration and registration update functionality.

No changes in terms and conditions of this Agreement shall be effective unless adopted by DPS and incorporated into this web page. Any such changes shall be effective as to particular vendors only after they have received notice of the change and approve it using approval means provided by eVA.

This Agreement shall remain in effect for as long as the Vendor is registered as an eVA supplier. DPS reserves the right to cancel the Vendor's registration at any time. The Vendor may also cancel its registration through the eVA registration update functionality. In the event the Vendor's registration is cancelled by either party, the Vendor shall remain bound to this Agreement in regard to completion of any contract, purchase order or other electronic procurement transaction that was made or

Exhibit A  
Addendum to Modification No. 6  
To Contract Number VA-991150-OC  
Between Oracle Corporation  
And  
Commonwealth of Virginia

How can I help you? Home All About Us Contact Us

Oracle.com/vssa/Vendmainst/vendornew.asp

Software

3. The Vendor hereby warrants to every agency and public body that the information provided by the Vendor through the eVA registration and eVA registration update functionality shall at all times be accurate, complete and current. The Vendor further warrants that each agency and public body shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the Vendor has provided through the eVA registration and eVA registration update functionality as of that date even if different information is or has been available to or received by agency or public body personnel through means other than the eVA registration and registration update functionality.

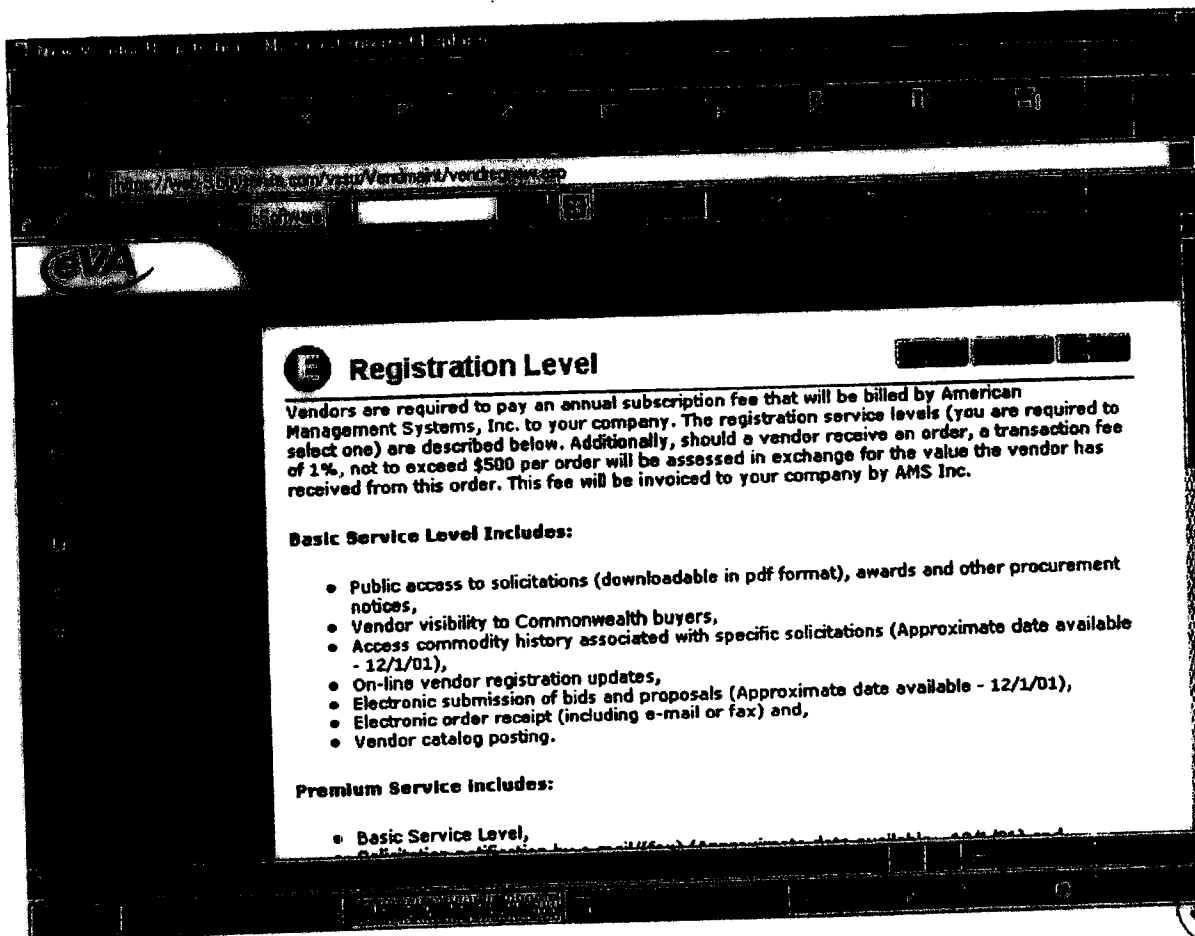
No changes in terms and conditions of this Agreement shall be effective unless adopted by DPS and incorporated into this web page. Any such changes shall be effective as to particular vendors only after they have received notice of the change and approve it using approval means provided by eVA.

This Agreement shall remain in effect for as long as the Vendor is registered as an eVA supplier. DPS reserves the right to cancel the Vendor's registration at any time. The Vendor may also cancel its registration through the eVA registration update functionality. In the event the Vendor's registration is cancelled by either party, the Vendor shall remain bound to this Agreement in regard to completion of any contract, purchase order or other electronic procurement transaction that was made or administered in whole or in part using eVA.

☐ I accept  
☒ I do not accept

DLT

Exhibit A  
Addendum to Modification No. 6  
To Contract Number VA-991150-OC  
Between Oracle Corporation  
And  
Commonwealth of Virginia



**Exhibit A**  
**Addendum to Modification No. 6**  
**To Contract Number VA-991150-OC**  
**Between Oracle Corporation**  
**And**  
**Commonwealth of Virginia**

The image is a screenshot of a web browser window. The address bar shows a URL starting with "oracle.com". The page content is a registration form for "Premium Service". It lists the benefits of the service, such as basic service level, solicitation notifications, and access to historical procurement data. It then asks the user to select one of two registration options: Basic Service Level Registration or Premium Service Level Registration, each with associated fees. A note states that once registered for Premium Service, vendors may not convert to Basic Service. At the bottom, there are two radio buttons for "Basic Registration" and "Premium Registration".

Oracle.com/Venue/Vendors/Vendor.asp

**Premium Service includes:**

- Basic Service Level,
- Solicitation notification by e-mail/(fax) (Approximate date available - 12/1/01) and,
- Ability to research historical procurement data (Approximate date available - 7/1/01).

**Please select one of the following:**

- Basic Service Level Registration @ \$25 plus 1% transaction fee not to exceed \$500 per order
- Premium Service Level Registration @ \$200 plus 1% transaction fee not to exceed \$500 per order

*( Please note that once Vendors have registered for Premium Service, they may not convert to Basic Service.)*

☐ Basic Registration

☐ Premium Registration